

# CITY OF SARATOGA SPRINGS

## City Council Meeting



September 19, 2017 City Council Room

06:45 PM P.H. - Amend Chapter 101A  
Dog Licensing

06:50 PM P.H. - Amend Chapter 101  
Dogs and Other Animals

06:55 PM P.H. - Amend Street  
Performer Ordinance

 [Print](#)

**7:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

1. Complete Streets

**EXECUTIVE SESSION:**

1. Pending litigation: One York Street; et. al v. City of Saratoga Springs; et. al
2. Pending litigation: Regatta View, LLC v. City of Saratoga Springs; et. al.

**CONSENT AGENDA**

1. Approval of 8/14/17 Shared Services Meeting Minutes
2. Approval of 9/5/17 Pre-Agenda Meeting Minutes
3. Approve Use of Insurance Reserve Resolution #9
4. Approve Budget Amendments - Use of Insurance Reserve #9
5. Approve Budget Amendments - Regular (Increases)
6. Approve Budget Transfers - Regular
7. Approve Payroll 09/08/17 \$570,403.58
8. Approve Payroll 09/15/17 \$503,495.71
9. Approve Warrant 2017 - 17MWSEP1 \$3,649,360.8
10. Approve Warrant 2017 - 17SEP2 \$1,337,430.83

**MAYOR'S DEPARTMENT**

1. Discussion and Vote: Accept Donation of program printing for 9/11 Remembrance Ceremony

2. Discussion and Vote: Authorization for Mayor to Sign Contract with the Department of Environmental Conservation (DEC01-C00363GG-3350000) for the Saratoga Greenbelt Downtown Connector
3. Discussion and Vote: Establish Community Development Planner position in the Planning Department.
4. Announcement: Beaver Pond Sidewalk Completion

---

## **ACCOUNTS DEPARTMENT**

1. Award of Bid: Sanitary WW Pump Station Upgrades to GPI/Greenman - Pedersen, Inc.
2. Award of Bid: WTP Intake Valve Replacement Project to Clark Patterson Lee

---

## **FINANCE DEPARTMENT**

1. Discussion: 2018 Budget Update
2. Announcement: Spa Solar Park Ribbon Cutting on Tuesday September 26, 2017 at 11am
3. Announcement: SolSmart/U.S. Department of Energy Silver Designation for the City of Saratoga Springs
4. Discussion: Time & Attendance Update
5. Discussion and Vote: Standard Workday Resolution
6. Discussion and Vote: 2016 Fund Balance Recommendations - Correction
7. Discussion and Vote: Accept Donations on behalf of the Downtown Special Assessment District for Way Finding Signage
8. Discussion and Vote: Budget Transfers - Payroll and Benefits
9. Discussion: Charter Review Commission Fiscal Analysis

---

## **PUBLIC WORKS DEPARTMENT**

1. Discussion: How Taxpayer Funds are to be used by The Charter Review Commission?
2. Discussion and Vote: Authorization for the Mayor to sign contract with Clark Patterson Lee for the Water Treatment Plant Intake Valve Replacement Project
3. Discussion and Vote: Authorization for the Mayor to sign contract with Greenman- Pedersen, Inc for the Waste Water Pump Station Upgrades
4. Discussion and Vote: Authorization for the Mayor to sign Designated Engineering Service Agreements
5. Discussion and Vote: Authorization for the Mayor to sign Curbing & Sidewalk Agreements

---

## **PUBLIC SAFETY DEPARTMENT**

1. Discussion: Public Safety Forum held on September 13, 2017
2. Discussion and Vote: Amend Chapter 101 of the City Code entitled "Dogs and Other Animals"
3. Discussion and Vote: Amend Chapter 101A of the City Code entitled "Dog Licensing"
4. Discussion: City Council Rules of Conduct
5. Announcement: Condolence Jerry Burke's family

---

## **SUPERVISORS**

1. Matthew Veitch
  1. NYSAC Conference Report-September 13-15
  2. County Opioid Drug Manufacturers Lawsuit
  3. Update on Firearms on County Forestland Property
  4. Public Defender meeting in Albany
  5. Tire Recycling Program

6. Raising the Age to purchase tobacco products to age 21
  2. Peter Martin
    1. Report: Public Health
    2. Report: Public Safety
    3. Report: Senior's Forum
    4. Report: County Auction
    5. Announcement: Forgotten Farms
- 

**ADJOURN**



August 14, 2017

**CITY OF SARATOGA SPRINGS**  
City Council Meeting  
City Council Room  
10:00 AM

**10:00 AM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATIONS**

**EXECUTIVE SESSION**

**CONSENT AGENDA**

**MAYOR'S DEPARTMENT**

1. Discussion and Vote: Shared Services Initiative

**ACCOUNTS DEPARTMENT**

**FINANCE DEPARTMENT**

**PUBLIC WORKS DEPARTMENT**

**PUBLIC SAFETY DEPARTMENT**

**SUPERVISORS**

**ADJOURN**





August 14, 2017

**CITY OF SARATOGA SPRINGS**  
**City Council Meeting**  
**City Council Room**  
**10:00 AM**

**PRESENT:** Joanne Yepsen, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Anthony Scirocco, Commissioner of DPW  
Christian Mathiesen, Commissioner of DPS

**STAFF PRESENT:** Meg Kelly, Deputy Mayor  
Maire Masterson, Deputy Commissioner, Accounts  
Eileen Finneran, Deputy Commissioner, DPS

Vincent DeLeonardis  
Peter Martin, Supervisor

**EXCUSED:** Franck Coppola, Jr., Deputy Commissioner, DPW  
Matthew Veitch, Supervisor

**RECORDING OF PROCEEDING**

The proceedings of this meeting were taped for the benefit of the secretary. Because the minutes are not a verbatim record of the proceedings, the minutes are not a word-for-word transcript.

**CALL TO ORDER**

Mayor Yepsen called the meeting to order at 10:26 a.m.

**PUBLIC COMMENT**

**Mayor Yepsen said the public comment period is limited to a total of 15 minutes and individuals are limited to two minutes.**

Mayor Yepsen opened the public comment period at 10:27 a.m.

No one spoke.

Mayor Yepsen closed the public comment period at 10:27 a.m.

## MAYOR'S DEPARTMENT

### Discussion and Vote: Shared Services Initiative

Mayor Yepsen advised upon the governor's mandate, each county is to come up with a shared services plan. The County is asking the City to vote on their plan. Based upon the way the current employment labor contracts are set up, the City cannot participate in the retiree health insurance plan. All 7 employee contracts would have to be re-negotiated to satisfy the County's proposal; so she suggested the City Council opt of that at this time.

**Mayor Yepsen moved and Commissioner Franck seconded for the City Council opt out of the retiree health insurance provision but opt in to the collaborative purchasing provision under the resolution sent.**

Commissioner Madigan advised the City was told early on by their broker that this wasn't going to work as the health insurance is integrated in our contracts. We need to remove the name of the insurer from our contracts as it limits our ability. Also, rates will be impacted as the rate is based upon the number of members in the plan.

Commissioner Franck asked the assistant purchasing agent (Stefanie Richards) to contact the County regarding shared services for purchasing.

Stefanie Richards advised the City Council that the shared services plan for purchasing is similar to what we are already doing. We already 'piggyback' of each others' contracts.

Commissioner Madigan confirmed that sharing these services would be a low risk.

Stefanie advised that is correct.

Mayor Yepsen read the following resolution into the record:

A RESOLUTION  
OF THE CITY COUNCIL OF THE CITY OF  
SARATOGA SPRINGS, NEW YORK

BE IT RESOLVED by the City Council of the City of Saratoga Springs, NY, as follows:

WHEREAS, New York State has developed a Shared Services initiative that requires each county to establish a panel of local public officials, including the Mayor of each city, and to develop and vote upon a plan for shared services within their county; and

WHEREAS, Saratoga County's plan would allow shared services for 1) cooperative bidding where the County Purchasing

Department would coordinate bidding for a variety of municipal goods; and 2) health insurance for Medicare-eligible retirees; and

WHEREAS, this Council has reviewed materials relative to those two items, and has received an opinion from the City's labor attorney indicating that the City's participation in the Medicare-eligible Retiree Health Insurance Consortium would be inadvisable given the current differences in the City's various labor contracts; and

WHEREAS, the panel established by the County will hold a final vote on the proposed plan tomorrow, Tuesday, August 14, at 4:45 PM,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City of Saratoga Springs will not participate in the County's Medicare-eligible Retirees Health Insurance Consortium.
2. The City of Saratoga Springs will participate in the County's cooperative bidding for municipal goods.
3. The City shall inform the County of its decision to opt out of the aforementioned Medicare-eligible Health Insurance Consortium.
4. The Mayor is authorized to cast a vote on the County's plan in accordance with the decisions set forth herein.

Commissioner Scirocco asked if the City is able to opt out of the shared services at any time. They deal with a lot of different vendors for vehicles.

Stefanie Richards advised the County said the City is not bound to use their contracts.

Commissioner Mathiesen stated he hopes the employee labor contracts have less specificity in the future to reduce costs and give the City more flexibility.

Commissioner Scirocco asked Supervisor Martin if the County is going to pass this resolution.

Supervisor Martin advised they will pass it; it doesn't require a large number of municipalities to participate.

**Ayes – All**

**ADJOURNMENT**

There being no further business, Mayor Yepsen adjourned the meeting at 10:40 a.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:

DRAFT



September 5, 2017

**CITY OF SARATOGA SPRINGS**  
**City Council Pre-Agenda Meeting**  
**9:30 AM**

**PRESENT:** Joanne Yepsen, Mayor  
Michele Madigan, Commissioner of Finance  
John Franck, Commissioner of Accounts  
Anthony Scirocco, Commissioner of DPW  
Christian Mathiesen, Commissioner of DPS

**STAFF PRESENT:** Meg Kelly, Deputy Mayor  
Mike Sharp, Deputy Commissioner, Finance  
Maire Masterson, Deputy Commissioner, Accounts  
Eileen Finneran, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

Peter Martin, Supervisor

**EXCUSED:** Frank Coppola, Jr., Deputy Commissioner, DPW  
Matthew Veitch, Supervisor

**CALL TO ORDER**

Mayor Yepsen called the meeting to order at 9:35 a.m.

**PUBLIC HEARINGS**

1. Amend Street Performer Ordinance – Tony Izzo, assistant city attorney advised the ordinance will be expanded to include Chapter 109. This is an attempt to address costuming. The public hearing tonight will be left open for review of changes. It is up to the municipality to regulated body paint and costumes.

**EXECUTIVE SESSION**

1. Labor negotiations – Police Lieutenants
2. Labor Negotiations - PBA

**CONSENT AGENDA**

1. Approval of 8/14/17 Pre-Agenda Meeting Minutes
2. Approval of 8/15/17 City Council Meeting Minutes
3. Approve Use of Insurance Reserve Resolution #8
4. Approve Budget Amendments – Use of Insurance Reserve #8
5. Approve Budget Amendments – Regular (Increases)
6. Approve Budget Transfers – Regular
7. Approve Payroll 8/18/17 \$524,482.04
8. Approve Payroll 8/25/17 \$515,105.82
9. Approve Payroll 9/1/17 \$509,212.69
10. Approve Warrant: 2017 – 17MWAUG2 \$7,203.52

- 11. Approve Warrant: 2017 – 17MWAUG4 \$10,000.00
- 12. Approve Warrant: 2017 – 17MWAUG5 \$1,704.46
- 13. Approve Warrant: 2017 – 17SEP1 \$563,333.53

No comments.

## **MAYOR'S DEPARTMENT**

### Announcement: Human Resources Administrator

Mayor Yepsen advised she will introduce the new human resource administrator at tonight's meeting.

### Discussion and Vote: Authorization for the Mayor to Sign Change Order #1 with Center for Security

John Hirliman of the Recreation Department advised this is for automated locks on the bathrooms at the west side for an additional \$2,286.40.

Commissioner Scirocco expressed concern with the possibility of locking a child inside and the parents not being able to get in to their child.

John advised they can install a knox box and/or discuss further.

### Announcement: Saratoga springs Recreation Programs and Leagues

No comments.

### Discussion and Vote: Approval of a New Community Development Planner Position, Contingent Upon the Approval of the Use of Assigned Fund Balance – City Knowledge Training on Finance Agenda

Commissioner Madigan advised this is a job description change to an existing position.

### Discussion and Vote: Supplemental Resolution Adopting SEQRA Negative Declaration for Proposed Geyser Road Multi-Use Path Project

Brad Birge of the Planning Department advised this supplemental resolution is to further confirm the negative declaration issued by the City Council on July 5<sup>th</sup>. This is as a result/response to the questions asked by the attorney representing various residents.

### Discussion and Vote: Resolution to Accept Determination and Findings for Geyser Road Trail EDPL

No comments.

### Discussion and Vote: Authorization for Mayor to Sign Property Purchase Agreement with Mr. Van Hall

Mayor Yepsen advised this is the final step for this agreement. The purchase amount is \$10,800.00.

### Discussion and Vote: Authorization to Accept Munter Land Donation

Brad Birge stated the Munters have agreed to donate 2 parcels they own for the purpose of the Geyser Road Trail.

### Discussion and Vote: Authorization for Mayor to Sign Greenman Pederson, Inc. – Geyser Road (PINs 1759.83 & 1760.470) Supplemental Agreement #1

Brad Birge advised this is the contract agreement with Greenman Pederson for the construction, construction assistance, and inspection services for the construction of the trail. GPI can submit on our behalf the trail to NYS DOT to allow us to go to bid.

Discussion and Vote: Authorization to Pay Greenman Pederson, Inc. Invoices Related to Geyser Road/NYS Rt. 50 Improvements

Mayor Yepsen stated this will be the last invoice for this piece of the project.

Discussion and Vote: Authorization for Mayor to Sign Miller, Mannix, Schachner & Hafner, LLC contract Addendum #1

Mayor Yepsen advised this was for legal services relating to the land use budget line.

Brad Birge advised they had a busy year this year and had additional needs for Mark Schachner's services. This addendum will allow him to assist the City through the rest of the year.

Discussion and Vote: Authorization to Pay Miller, Mannix Invoice

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Barton and Loguidice, D.P.C. for Limited Phase II Environmental Assessment

Tina Carton, sustainability coordinator stated this will result in an opinion for the donation of the property. The money is budgeted in the mayor's budget for this. The amount is \$5,495.

Commissioner Scirocco asked if the property owner was asked to contribute towards the cost of this.

Mayor Yepsen stated the owner is offering to donate the property and it is up to us if we want to accept it. She was ready to accept the property based upon the DEC report. This is to obtain information for the City Council's reassurance.

Commissioner Franck stated we are getting property that is valued well in excess of \$5,000. The question is if this property is worth \$6,000. Eminent domain is going to cost well more than \$5,000 in legal fees so that is not an option. We are fine with the taxpayers because an appraisal has been done.

Commissioner Madigan stated we don't know what that land holds. We could end up with a clean up that is more than \$125,000.

Commissioner Mathiesen stated that is the point of this; to find out if there are problems with this land. If there are, then we don't accept the donation of the land.

Discussion and Vote: Return of Donated Horse Sculpture to Living Resources

No comments.

Mayor Yepsen advised she is adding one item to her agenda: Announcement: 9/11 Ceremony.

## **ACCOUNTS DEPARTMENT**

Discussion and Vote: Approval of Purchasing Policy for 2017

Stefanie Richards advised there are minor changes this year. She listed professional services that do not require quotes and drug testing does.

Discussion and Vote: Approval of Resolution to Appoint Marriage Officer

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with Sanders Fire and Safety

No comments.

Award of Bid: Limited Phase II Environmental Site Assessment – 209 South Broadway to Barton and Loguidice

No comments.

**FINANCE DEPARTMENT**

Announcement: Spa Solar Park Energized on August 22, 2017

Commissioner Madigan advised the park is fully energized.

Announcement: Spa Solar Park Ribbon Cutting Rescheduled for Tuesday, September 26, 2017 at 11 a.m.

Commissioner Madigan advised the ribbon cutting ceremony has been rescheduled to September 26<sup>th</sup>.

Discussion: 2018 Budget Update

Commissioner Madigan advised proofs should be out to the departments by end of week. The tax cap for 2018 is 1.84%.

Discussion and Vote: Resolution Regarding the Exploration of a Community Choice Aggregation (“CCA”) Program with the Municipal Electric and Gas Alliance (“MEGA”)

Commissioner Madigan advised the resolution will retain MEGA as the CCA administrator. The City is under no obligation to move forward with the creation of the CCA under this resolution.

Discussion and Vote: 2016 Fund Balance – Reserve & Assignment Recommendations

Commissioner Madigan stated this is to allow a person to work with an employee to transfer knowledge of the position before the current employee holding a position retires.

Discussion and Vote: Budget Amendment – Use of Assigned fund Balance – City Knowledge Training

No comments.

Discussion and Vote: Budget Transfer – Capital

Commissioner Madigan advised this is to transfer money from the Church Street project to the Safe Routes to School Project.

Discussion and Vote: Budget Transfers – Benefits and Payroll

No comments.

## **PUBLIC WORKS DEPARTMENT**

### Discussion and Vote: Authorization for the Mayor to Sign Contract with Care Environmental Corp. for Household Hazardous Waste Day

Commissioner Scirocco announced the next household hazardous waste day will be October 7<sup>th</sup> at the ice rink from 8 a.m. to noon. This is for city residents only, residents must pre-register, and show proof of residency.

### Discussion and Vote: Authorization for the Mayor to Sign Agreement with the Unified Court System

Commissioner Scirocco advised this is the annual maintenance agreement with the courts.

### Discussion and Vote: Water Leak Adjustment

No comments.

### Discussion and Vote: Correct the Record – Change Order August Bohl

Commissioner Scirocco advised at the last City Council meeting the change order for August Bohl was listed as #1 and should have been #2.

### Discussion and Vote: Approval to Pay Invoice – BPI

Commissioner Scirocco advised this is for the replacement of the control valves at the ice rink. They are waiting for quotes on the replacement of the chillers.

### Discussion and Vote: Resolution for State Assistance – Household Hazardous Waste Day

No comments.

### Discussion and Vote: Authorization for the Mayor to Sign Curbing Contracts

Commissioner Scirocco advised there are 3 curb contracts.

Commissioner Scirocco advised he will be adding one item: Discussion and Vote: Donation of 9/11 Survivor Tree.

## **PUBLIC SAFETY DEPARTMENT**

### Announcement: Public Safety Forum on September 9, 2017 at 7 p.m. in City Council Room

Commissioner Mathiesen advised the forum will be held on September 13<sup>th</sup>. A portion of the will be devoted to zombie properties.

### Set Public hearing: Amend Chapter 101 & 101A of City Code

Commissioner Mathiesen stated Chapter 101 will deal with the animal control officers having the ability to write appearance tickets and Chapter 101A will deal with removing licensing fees for dogs and adding those fees to the list of fees the City Council approves on an annual basis.

### Discussion: Use of Open Space Property

No comments.



Discussion: Gun Show

No comments.

**SUPERVISORS**

Matt Veitch

1. County Property Auction – September 19
2. Racing & Gaming Committee

Peter Martin

1. Senior's Forum
2. Senior Fraud Protection Act – Supervisor Martin corrected the name of this act to Senior Financial Empowerment Act.

**EXECUTIVE SESSION**

**Mayor Yepsen moved and Commissioner Mathiesen seconded to move into executive session relative to collective bargaining and labor relations for both the police lieutenants and the PBA at 10:50 a.m.**

**Ayes – All**

City Council returned at 11:23 a.m.

Mayor Yepsen advised no decisions were made that need to be reported to the public.

**ADJOURN**

Mayor Yepsen adjourned the meeting at 11:23 a.m.

Respectfully submitted,

Lisa Ribis  
Clerk

Approved:  
Vote:

**RESOLUTION**  
**(For Expenditure from the INSURANCE RESERVE FUND)**

WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE Reserve Fund on October 15, 2013 pursuant to New York State General Municipal Law § 6-n "to make expenditures for any loss, claim, action or judgment for which the City of Saratoga Springs is authorized or required to purchase or maintain insurance pursuant to said statute", and,

WHEREAS, certain property and casualty claims have been filed against the City, and said claims are below the City's property and casualty insurance deductible. Expenditures for said claims remain due and owing, and said claims are of a kind or type that may be lawfully paid from the City's INSURANCE Reserve Fund. The funds are needed to pay for Bill Number 526598 totaling \$8,280.24 - Travelers insurance deductible payments for claims from following accounts:

A3011474-54775	E7C1566	\$ 557.50
A3011934-54775	E4P9931	\$7,543.74
A3031934-54775	E4P1589	\$ 74.00
A3041934-54775	E4P4396	\$ 105.00

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures totaling \$8,280.24 are hereby approved as authorized as in accordance with the INSURANCE Reserve Fund to be placed in following accounts as listed:

A3011474-54775	E7C1566	\$ 557.50
A3011934-54775	E4P9931	\$7,543.74
A3031934-54775	E4P1589	\$ 74.00
A3041934-54775	E4P4396	\$ 105.00

Ayes: \_\_\_\_ Nays: \_\_\_\_

Dated: *September 19, 2017*

Director Risk and Safety Request/Date: *[Signature]* 9/11/17

Commissioner of Accounts John P Franek Approval/Date: *[Signature]* 9/11/17

City Attorney Approval/Date: *[Signature]* 9/11/17

*APPROVED COUNCIL/P10000  
REMOVED IN FILE*

RECEIVED  
SEP 11 2017  
COMMISSIONER OF FINANCE

09/13/2017 11:16  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2017	09	89 09/19/2017	091917	BAIR091917	BUA BAIR091917	1			
1	A012	40511	PROPERTY TAX		USE OF RESTRICTED FUND BALANCE	-1,397,677.01	-8,280.24	-1,405,957.25	
	A	-01-2-0000-0-40511	-		USE INSURANCE RESERVE	9 091917 09/19/2017			
2	A3011934	54775	MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		19,998.07	7,543.74	27,541.81	
	A	-30-1-1930-4-54775	-		USE INSURANCE RESERVE	9 091917 09/19/2017			
3	A3011474	54775	CIVIL SERVICE CONTRACTED SERVICE	SELF INSURANCE		1,665.50	557.50	2,223.00	
	A	-30-1-1431-4-54775	-		USE INSURANCE RESERVE	9 091917 09/19/2017			
4	A3031934	54775	MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		23,424.25	74.00	23,498.25	
	A	-30-3-1930-4-54775	-		USE INSURANCE RESERVE	9 091917 09/19/2017			
5	A3041934	54775	MEDICAL AND CASUALTY INSURANCE	SELF INSURANCE		61,177.50	105.00	61,282.50	
	A	-30-4-1930-4-54775	-		USE INSURANCE RESERVE	9 091917 09/19/2017			
					** JOURNAL TOTAL		0.00		

09/13/2017 11:16  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
bgamdent

CLERK: u05

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2017 9 89									
BUA A012-40511						USE OF RESTRICTED FUND BALANCE 5			8,280.24
	09/19/2017	BAIR091917	091917	BAIR091917		T USE INSURANCE RESERVE 9 091917			
BUA A3011934-54775						SELF INSURANCE 5		7,543.74	
	09/19/2017	BAIR091917	091917	BAIR091917		T USE INSURANCE RESERVE 9 091917			
BUA A3011474-54775						SELF INSURANCE 5		557.50	
	09/19/2017	BAIR091917	091917	BAIR091917		T USE INSURANCE RESERVE 9 091917			
BUA A3031934-54775						SELF INSURANCE 5		74.00	
	09/19/2017	BAIR091917	091917	BAIR091917		T USE INSURANCE RESERVE 9 091917			
BUA A3041934-54775						SELF INSURANCE 5		105.00	
	09/19/2017	BAIR091917	091917	BAIR091917		T USE INSURANCE RESERVE 9 091917			
								.00	.00
BUA A-2960						APPROPRIATIONS			8,280.24
	09/19/2017	BAIR091917	091917	BAIR091917					
BUA A-1510						ESTIMATED REVENUES		8,280.24	
	09/19/2017	BAIR091917	091917	BAIR091917					
						SYSTEM GENERATED ENTRIES TOTAL		8,280.24	8,280.24
						JOURNAL 2017/09/89 TOTAL		8,280.24	8,280.24

09/13/2017 11:16  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3  
bgamdent

FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	9	89	09/19/2017				
	A-1510						ESTIMATED REVENUES	8,280.24	
	A-2960						APPROPRIATIONS		8,280.24
FUND TOTAL								8,280.24	8,280.24

\*\* END OF REPORT - Generated by Christine Gillmett-Brown \*\*

09/14/2017 15:21  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017 09	91	09/19/2017	091917	BARI091917	BUA BARI091917	1				
1	A103	42731	MISCELLANEOUS	LOCAL SOURCES	CURBS AND SIDEWALKS		.00	-5,055.00	-5,055.00	
	A	-10-3-0000-0-42731	-		SIDEWALK AGREEMENT		09/19/2017			
2	A3335014	54180	STREETS CS		OTHER SUPPLIES		78,480.00	5,055.00	83,535.00	
	A	-33-3-5010-4-54180	-		SIDEWALK AGREEMENT		09/19/2017			
3	A103	42731	MISCELLANEOUS	LOCAL SOURCES	CURBS AND SIDEWALKS		.00	-25,775.00	-25,775.00	
	A	-10-3-0000-0-42731	-		SIDEWALK AGREEMENT		09/19/2017			
4	A3335014	54180	STREETS CS		OTHER SUPPLIES		78,480.00	25,775.00	104,255.00	
	A	-33-3-5010-4-54180	-		SIDEWALK AGREEMENT		09/19/2017			
5	A103	42726	MISCELLANEOUS	LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-3,922.00	-60.00	-3,982.00	
	A	-10-3-0000-0-42726	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
6	A3031621	51964	CITY HALL PS		SPECIAL EVENTS		4,436.00	60.00	4,496.00	
	A	-30-3-1620-1-51964	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
7	A103	42726	MISCELLANEOUS	LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-3,922.00	-240.00	-4,162.00	
	A	-10-3-0000-0-42726	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
8	A3031621	51964	CITY HALL PS		SPECIAL EVENTS		4,436.00	240.00	4,676.00	
	A	-30-3-1620-1-51964	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
9	A103	42726	MISCELLANEOUS	LOCAL SOURCES	REIMBURSEMENT LABOR EXPENSE		-3,922.00	-60.00	-3,982.00	
	A	-10-3-0000-0-42726	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
10	A3031621	51964	CITY HALL PS		SPECIAL EVENTS		4,436.00	60.00	4,496.00	
	A	-30-3-1620-1-51964	-		MUSIC HALL RENTAL REIMB LABOR		09/19/2017			
11	A084	42620	DPS FINES AND FORFEITURES		CODE VIOLATION REIMBURSEMENT		-7,719.90	-5,383.00	-13,102.90	
	A	-08-4-0000-0-42620	-		CODE VIOLATION REVENUE NOT BUD		09/19/2017			
12	A3143621	51960	CODE ENFORCEMENT PS		OVERTIME		15,000.00	5,000.00	20,000.00	
	A	-31-4-3620-1-51960	-		CODE VIOLATION REVENUE NOT BUD		09/19/2017			
13	A3143621	58030	CODE ENFORCEMENT PS		CITY PORTION SOCIAL SECURITY		13,332.88	383.00	13,715.88	
	A	-31-4-3620-1-58030	-		CODE VIOLATION REVENUE NOT BUD		09/19/2017			
14	A124	43312	DPS FEDERAL AID		VEST GRANT FEDERAL		.00	-11,865.00	-11,865.00	
	A	-12-4-0000-0-43312	-		BALLISTIC VEST GRANT AWARD		09/19/2017			
15	A3143122	52205	POLICE DEPARTMENT EQ CAP OUTB		BALLISTIC VESTS		31,366.61	11,865.00	43,231.61	
	A	-31-4-3120-2-52205	-		BALLISTIC VEST GRANT AWARD		09/19/2017			
** JOURNAL TOTAL								0.00		

09/14/2017 15:21  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
bgamdent

CLERK: u05

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 9	91								
BUA A103-42731	09/19/2017	BARI091917	091917	BARI091917		T CURBS AND SIDEWALKS SIDEWALK AGREEMENT	5		5,055.00
BUA A3335014-54180	09/19/2017	BARI091917	091917	BARI091917		T OTHER SUPPLIES SIDEWALK AGREEMENT	5	5,055.00	
BUA A103-42731	09/19/2017	BARI091917	091917	BARI091917		T CURBS AND SIDEWALKS SIDEWALK AGREEMENT	5		25,775.00
BUA A3335014-54180	09/19/2017	BARI091917	091917	BARI091917		T OTHER SUPPLIES SIDEWALK AGREEMENT	5	25,775.00	
BUA A103-42726	09/19/2017	BARI091917	091917	BARI091917		T REIMBURSEMENT LABOR EXPENSE MUSIC HALL RENTAL REIMB LABOR	5		60.00
BUA A3031621-51964	09/19/2017	BARI091917	091917	BARI091917		T SPECIAL EVENTS MUSIC HALL RENTAL REIMB LABOR	5	60.00	
BUA A103-42726	09/19/2017	BARI091917	091917	BARI091917		T REIMBURSEMENT LABOR EXPENSE MUSIC HALL RENTAL REIMB LABOR	5		240.00
BUA A3031621-51964	09/19/2017	BARI091917	091917	BARI091917		T SPECIAL EVENTS MUSIC HALL RENTAL REIMB LABOR	5	240.00	
BUA A103-42726	09/19/2017	BARI091917	091917	BARI091917		T REIMBURSEMENT LABOR EXPENSE MUSIC HALL RENTAL REIMB LABOR	5		60.00
BUA A3031621-51964	09/19/2017	BARI091917	091917	BARI091917		T SPECIAL EVENTS MUSIC HALL RENTAL REIMB LABOR	5	60.00	
BUA A084-42620	09/19/2017	BARI091917	091917	BARI091917		T CODE VIOLATION REIMBURSEMENT CODE VIOLATION REVENUE NOT BUD	5		5,383.00
BUA A3143621-51960	09/19/2017	BARI091917	091917	BARI091917		T OVERTIME CODE VIOLATION REVENUE NOT BUD	5	5,000.00	
BUA A3143621-58030	09/19/2017	BARI091917	091917	BARI091917		T CITY PORTION SOCIAL SECURITY CODE VIOLATION REVENUE NOT BUD	5	383.00	
BUA A124-43312	09/19/2017	BARI091917	091917	BARI091917		T VEST GRANT FEDERAL BALLISTIC VEST GRANT AWARD	5		11,865.00
BUA A3143122-52205	09/19/2017	BARI091917	091917	BARI091917		T BALLISTIC VESTS BALLISTIC VEST GRANT AWARD	5	11,865.00	
								.00	.00
BUA A-2960	09/19/2017	BARI091917	091917	BARI091917		APPROPRIATIONS			48,438.00
BUA A-1510	09/19/2017	BARI091917	091917	BARI091917		ESTIMATED REVENUES		48,438.00	
						SYSTEM GENERATED ENTRIES TOTAL		48,438.00	48,438.00
						JOURNAL 2017/09/91 TOTAL		48,438.00	48,438.00



09/14/2017 15:21  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3  
bgamdent

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
A GENERAL FUND	2017	9	91	09/19/2017				
A-1510					ESTIMATED REVENUES	48,438.00		
A-2960					APPROPRIATIONS			48,438.00
					FUND TOTAL	48,438.00		48,438.00

\*\* END OF REPORT - Generated by Christine Gillmett-Brown \*\*

09/14/2017 15:13  
u05

**CITY OF SARATOGA SPRINGS LIVE**  
**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

**P**  
**bgamdent** **1**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017	09	90	09/19/2017	091917	BTRG091917	BUA	BTRG091917	1		
1	A3567154	54360		SUMMER REC PROG CS	SPECIAL/FOOD		500.00	200.00	700.00	
	A	-35-6-7150-4-54360	-		FOOD FOR ADDITINAL CAMPERS		09/19/2017			
2	A3567154	54600		SUMMER REC PROG CS	ADVERTISING		1,600.00	-200.00	1,400.00	
	A	-35-6-7150-4-54600	-		FOOD FOR ADDITINAL CAMPERS		09/19/2017			
3	A3638194	54510		COMPOST FACILITY CS	REPAIRS & MAINTENANCE VEHICLE		5,000.00	1,000.00	6,000.00	
	A	-36-3-8185-4-54510	-		ANTICIPATED COSTS THROUGH YE		09/19/2017			
4	A3638194	54530		COMPOST FACILITY CS	EQUIPMENT & VEHICLE RENTAL		1,000.00	-1,000.00	.00	
	A	-36-3-8185-4-54530	-		ANTICIPATED COSTS THROUGH YE		09/19/2017			
5	A3113624	54110		BUILDING DEPARTMENT CONTRACTED	OFFICE SUPPLIES		1,535.69	184.31	1,720.00	
	A	-31-1-3620-4-54110	-		ORDERS PENDING		09/19/2017			
6	A3113624	54440		BUILDING DEPARTMENT CONTRACTED	BOOKS PUBLICATIONS & SUBSCRIPT		184.31	-184.31	.00	
	A	-31-1-3620-4-54440	-		ORDERS PENDING		09/19/2017			
7	A3113624	54250		BUILDING DEPARTMENT CONTRACTED	CONFERENCE REGISTRATION		1,466.00	310.00	1,776.00	
	A	-31-1-3620-4-54250	-		INSPECTOR TRAINING		09/19/2017			
8	A3113624	54520		BUILDING DEPARTMENT CONTRACTED	GAAS & OIL		1,484.00	-310.00	1,174.00	
	A	-31-1-3620-4-54520	-		INSPECTOR TRAINING		09/19/2017			
9	V3719717	57964		DEBT SERVICE	09I CITY CENTER EXP/BROADWAY D		3,717.88	50.00	3,767.88	
	V	-37-1-9710-7-57964	-		FIX BUDGET ENTRY ERROR		09/19/2017			
10	V3719714	54720		DEBT SERVICE	SERVICE CONTRACTS - PROF SERV		43,620.76	-50.00	43,570.76	
	V	-37-1-9710-4-54720	-		FIX BUDGET ENTRY ERROR		09/19/2017			
11	A3618684	54720	8020	PLANNING AND ECON DEVELOP CS	SERVICE CONTRACTS - PROF SERV		21,000.00	10,000.00	31,000.00	
	A	-36-1-8687-4-54720	-8020		CORRECT PREVIOUS TRANSFER	REQU	09/19/2017			
12	A3618684	54720		PLANNING AND ECON DEVELOP CS	SERVICE CONTRACTS - PROF SERV		13,300.00	-10,000.00	3,300.00	
	A	-36-1-8687-4-54720	-		CORRECT PREVIOUS TRANSFER	REQU	09/19/2017			
13	A3638564	54180		TREES CS	OTHER SUPPLIES		3,000.00	3,000.00	6,000.00	
	A	-36-3-8560-4-54180	-		COVER ANTICIPATED COSTS THRU YE		09/19/2017			
14	A3537214	54610		CAROUSEL	REPAIRS & MAINTENANCE BUILDING		5,000.00	-3,000.00	2,000.00	
	A	-35-3-7200-4-54610	-		COVER ANTICIPATED COSTS THRU YE		09/19/2017			
15	A3567144	54180	3000	RECREATION EXPENSES CS	OTHER SUPPLIES		14,000.98	300.00	14,300.98	
	A	-35-6-7140-4-54180	-3000		COVER ANTICIPATED COSTS THRU YE		09/19/2017			

09/14/2017 15:13  
u05

**CITY OF SARATOGA SPRINGS LIVE**  
**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

**P 2**  
**bgamdent**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2017 09	90	09/19/2017	091917	BTRG091917	BUA BTRG091917	1	1		
16	A3567144	54320	3000	RECREATION EXPENSES CS	TOOLS		300.00	-300.00	.00
	A	-35-6-7140-4-54320	-3000		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
17	A3638194	54510		COMPOST FACILITY CS	REPAIRS & MAINTENANCE VEHICLE		5,000.00	1,000.00	6,000.00
	A	-36-3-8185-4-54510	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
18	A3537112	52900		PARK & CASINO EQ CAP OUTLAY	FURNITURE		4,000.00	-1,000.00	3,000.00
	A	-35-3-7110-2-52900	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
19	F3638354	54330		WATER MAINTENANCE CS	REPAIRS & MAINTENANCE EQUIPMEN		1,000.00	300.00	1,300.00
	F	-36-3-8341-4-54330	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
20	F3638314	54720		WATER ADMINISTRATION CS	SERVICE CONTRACTS - PROF SERV		36,583.63	-300.00	36,283.63
	F	-36-3-8310-4-54720	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
21	F3638314	54120		WATER ADMINISTRATION CS	POSTAGE		13,000.00	3,760.00	16,760.00
	F	-36-3-8310-4-54120	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
22	F3638314	54720		WATER ADMINISTRATION CS	SERVICE CONTRACTS - PROF SERV		36,583.63	-3,760.00	32,823.63
	F	-36-3-8310-4-54720	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
23	A3031444	54120		CITY ENGINEER'S OFFICE CS	POSTAGE		400.00	200.00	600.00
	A	-30-3-1440-4-54120	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
24	A3031444	54180		CITY ENGINEER'S OFFICE CS	OTHER SUPPLIES		2,400.00	-200.00	2,200.00
	A	-30-3-1440-4-54180	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
25	A3031654	54140		CITY GARAGE CS	JANITORIAL SUPPLIES		3,000.00	500.00	3,500.00
	A	-30-3-1623-4-54140	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
26	A3335014	54520		STREETS CS	GAS & OIL		198,333.41	-500.00	197,833.41
	A	-33-3-5010-4-54520	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
27	A3031654	54330		CITY GARAGE CS	REPAIRS & MAINTENANCE EQUIPMEN		4,500.00	1,000.00	5,500.00
	A	-30-3-1623-4-54330	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
28	A3335014	54520		STREETS CS	GAS & OIL		198,333.41	-1,000.00	197,333.41
	A	-33-3-5010-4-54520	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
29	A3335014	54320		STREETS CS	TOOLS		3,500.00	1,000.00	4,500.00
	A	-33-3-5010-4-54320	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				
30	A3335014	54520		STREETS CS	GAS & OIL		198,333.41	-1,000.00	197,333.41
	A	-33-3-5010-4-54520	-		COVER ANTICIPATED COSTS THRU YE 09/19/2017				

09/14/2017 15:13  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 3  
bgamdent

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017	09	90	09/19/2017	091917	BTRG091917	BUA	BTRG091917	1	1	
31	A3335184	54750			STREET LIGHTING CS		STREET LIGHTING	435,555.23	10,000.00	445,555.23
	A	-33-3-5182-4-54750	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
32	A3031624	54650			CITY HALL CS		UTILITIES	82,848.00	-10,000.00	72,848.00
	A	-30-3-1620-4-54650	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
33	A3335184	54750			STREET LIGHTING CS		STREET LIGHTING	435,555.23	15,000.00	450,555.23
	A	-33-3-5182-4-54750	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
34	A3031654	54650			CITY GARAGE CS		UTILITIES	52,000.00	-15,000.00	37,000.00
	A	-30-3-1623-4-54650	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
35	A3638184	54650			TRANSFER STATION CS		UTILITIES	5,000.00	1,000.00	6,000.00
	A	-36-3-8180-4-54650	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
36	A3638184	54700			TRANSFER STATION CS		TRANSPORTATION	21,000.00	-1,000.00	20,000.00
	A	-36-3-8180-4-54700	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
37	A3638184	54670			TRANSFER STATION CS		PHONES	900.00	200.00	1,100.00
	A	-36-3-8180-4-54670	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
38	A3638184	54670			TRANSFER STATION CS		PHONES	900.00	-200.00	700.00
	A	-36-3-8180-4-54670	-				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
39	A3567184	54610	3000		VERNON ARENA CS		REPAIRS & MAINTENANCE BUILDING	21,936.00	10,000.00	31,936.00
	A	-35-6-7180-4-54610	-3000				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
40	A3567184	54650	3000		VERNON ARENA CS		UTILITIES	38,000.00	-10,000.00	28,000.00
	A	-35-6-7180-4-54650	-3000				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
41	A3567144	54180	3000		RECREATION EXPENSES CS		OTHER SUPPLIES	14,000.98	1,500.00	15,500.98
	A	-35-6-7140-4-54180	-3000				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
42	A3567144	54720	3000		RECREATION EXPENSES CS		SERVICE CONTRACTS - PROF SERV	11,800.57	-1,500.00	10,300.57
	A	-35-6-7140-4-54720	-3000				COVER ANTICIPATED COSTS THRU YE 09/19/2017			
43	A3143624	54570			CODE ENFORCEMENT CS		TRAINING	1,500.00	281.00	1,781.00
	A	-31-4-3620-4-54570	-				ANNUAL TRAINING FOR NEW HIRE 09/19/2017			
44	A3143624	54160			CODE ENFORCEMENT CS		UNIFORMS	700.00	200.00	900.00
	A	-31-4-3620-4-54160	-				ANNUAL TRAINING FOR NEW HIRE 09/19/2017			
45	A3143624	54842			CODE ENFORCEMENT CS		VIOLATIONS ENFORCEMENT	12,154.90	-481.00	11,673.90
	A	-31-4-3620-4-54842	-				ANNUAL TRAINING FOR NEW HIRE 09/19/2017			

P 4  
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2017	09	90 09/19/2017	091917	BTRG091917	BUA BTRG091917	1	1	
46	A3143314	54720		TRAFFIC CONTROL CS	SERVICE CONTRACTS - PROF SERV	18,900.00	2,900.00	21,800.00
	A	-31-4-3310-4-54720	-		TRAFFIC EVALUATION STUDY	09/19/2017		
47	A3143314	54961		TRAFFIC CONTROL CS	SIGNS & POSTS	35,247.01	-2,900.00	32,347.01
	A	-31-4-3310-4-54961	-		TRAFFIC EVALUATION STUDY	09/19/2017		
					** JOURNAL TOTAL		0.00	

09/14/2017 15:13  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 5  
bgamdent

CLERK: u05

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 9 90									
BUA A3567154-54360	09/19/2017	BTRG091917	091917	BTRG091917		SPECIAL/FOOD	5	200.00	
BUA A3567154-54600	09/19/2017	BTRG091917	091917	BTRG091917		FOOD FOR ADDITINAL CAMPERS	5		200.00
BUA A3638194-54510	09/19/2017	BTRG091917	091917	BTRG091917		ADVERTISING	5		
BUA A3638194-54530	09/19/2017	BTRG091917	091917	BTRG091917		FOOD FOR ADDITINAL CAMPERS	5	1,000.00	
BUA A3113624-54110	09/19/2017	BTRG091917	091917	BTRG091917		REPAIRS & MAINTENANCE VEHICLE	5		
BUA A3113624-54440	09/19/2017	BTRG091917	091917	BTRG091917		ANTICIPATED COSTS THROUGH YE	5		1,000.00
BUA A3113624-54250	09/19/2017	BTRG091917	091917	BTRG091917		EQUIPMENT & VEHICLE RENTAL	5		
BUA A3113624-54520	09/19/2017	BTRG091917	091917	BTRG091917		ANTICIPATED COSTS THROUGH YE	5		
BUA V3719717-57964	09/19/2017	BTRG091917	091917	BTRG091917		OFFICE SUPPLIES	5	184.31	
BUA V3719714-54720	09/19/2017	BTRG091917	091917	BTRG091917		ORDERS PENDING	5		
BUA A3618684-54720-8020	09/19/2017	BTRG091917	091917	BTRG091917		BOOKS PUBLICATIONS & SUBSCRIPT	5		184.31
BUA A3618684-54720	09/19/2017	BTRG091917	091917	BTRG091917		ORDERS PENDING	5	310.00	
BUA A3638564-54180	09/19/2017	BTRG091917	091917	BTRG091917		CONFERENCE REGISTRATION	5		
BUA A3537214-54610	09/19/2017	BTRG091917	091917	BTRG091917		INSPECTOR TRAINING	5		
BUA A3567144-54180-3000	09/19/2017	BTRG091917	091917	BTRG091917		GAS & OIL	5		310.00
BUA A3567144-54320-3000	09/19/2017	BTRG091917	091917	BTRG091917		INSPECTOR TRAINING	5		
BUA A3638194-54510	09/19/2017	BTRG091917	091917	BTRG091917		09I CITY CENTER EXP/BROADWAY D	5	50.00	
BUA A3537112-52900	09/19/2017	BTRG091917	091917	BTRG091917		FIX BUDGET ENTRY ERROR	5		
BUA F3638354-54330	09/19/2017	BTRG091917	091917	BTRG091917		SERVICE CONTRACTS - PROF SERV	5		50.00
BUA F3638314-54720	09/19/2017	BTRG091917	091917	BTRG091917		FIX BUDGET ENTRY ERROR	5		
BUA F3638314-54120	09/19/2017	BTRG091917	091917	BTRG091917		SERVICE CONTRACTS - PROF SERV	5	10,000.00	
BUA A3031444-54120	09/19/2017	BTRG091917	091917	BTRG091917		CORRECT PREVIOUS TRANSFER REQU	5		10,000.00
BUA A3031444-54180	09/19/2017	BTRG091917	091917	BTRG091917		SERVICE CONTRACTS - PROF SERV	5		
	09/19/2017	BTRG091917	091917	BTRG091917		CORRECT PREVIOUS TRANSFER REQU	5	3,000.00	
	09/19/2017	BTRG091917	091917	BTRG091917		OTHER SUPPLIES	5		
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		3,000.00
	09/19/2017	BTRG091917	091917	BTRG091917		REPAIRS & MAINTENANCE BUILDING	5		
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		OTHER SUPPLIES	5	300.00	
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		TOOLS	5		300.00
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		REPAIRS & MAINTENANCE VEHICLE	5	1,000.00	
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		FURNITURE	5		1,000.00
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		REPAIRS & MAINTENANCE EQUIPMEN	5	300.00	
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		SERVICE CONTRACTS - PROF SERV	5		300.00
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		POSTAGE	5	3,760.00	
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		SERVICE CONTRACTS - PROF SERV	5		3,760.00
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		POSTAGE	5	200.00	
	09/19/2017	BTRG091917	091917	BTRG091917		COVER ANTICIPATED COSTS THRU YE	5		
	09/19/2017	BTRG091917	091917	BTRG091917		OTHER SUPPLIES	5		200.00

09/14/2017 15:13  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 6  
bgamdent

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA A3031654-54140	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	500.00	
BUA A3335014-54520	09/19/2017	BTRG091917	091917	BTRG091917		T JANITORIAL SUPPLIES	5		
BUA A3031654-54330	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		500.00
BUA A3335014-54520	09/19/2017	BTRG091917	091917	BTRG091917		T GAS & OIL	5		
BUA A3031654-54330	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	1,000.00	
BUA A3335014-54520	09/19/2017	BTRG091917	091917	BTRG091917		T REPAIRS & MAINTENANCE EQUIPMEN	5		
BUA A3031654-54330	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		1,000.00
BUA A3335014-54320	09/19/2017	BTRG091917	091917	BTRG091917		T GAS & OIL	5		
BUA A3031654-54320	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	1,000.00	
BUA A3335014-54520	09/19/2017	BTRG091917	091917	BTRG091917		T TOOLS	5		
BUA A3031654-54750	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		1,000.00
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T GAS & OIL	5		
BUA A3031624-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	10,000.00	
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T STREET LIGHTING	5		
BUA A3031624-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	15,000.00	
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T UTILITIES	5		10,000.00
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		15,000.00
BUA A3638184-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	1,000.00	
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T UTILITIES	5		
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		1,000.00
BUA A3638184-54650	09/19/2017	BTRG091917	091917	BTRG091917		T TRANSPORTATION	5		
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	200.00	
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T PHONES	5		
BUA A3638184-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		200.00
BUA A3335184-54750	09/19/2017	BTRG091917	091917	BTRG091917		T PHONES	5		
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	10,000.00	
BUA A3567184-54610-3000	09/19/2017	BTRG091917	091917	BTRG091917		T REPAIRS & MAINTENANCE BUILDING	5		
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		10,000.00
BUA A3567184-54650-3000	09/19/2017	BTRG091917	091917	BTRG091917		T UTILITIES	5		
BUA A3567144-54180-3000	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	1,500.00	
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T OTHER SUPPLIES	5		
BUA A3567144-54720-3000	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5		1,500.00
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T SERVICE CONTRACTS - PROF SERV	5		
BUA A3143624-54570	09/19/2017	BTRG091917	091917	BTRG091917		T COVER ANTICIPATED COSTS THRU YE	5	281.00	
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T TRAINING	5		
BUA A3143624-54160	09/19/2017	BTRG091917	091917	BTRG091917		T ANNUAL TRAINING FOR NEW HIRE	5	200.00	
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T UNIFORMS	5		
BUA A3143624-54842	09/19/2017	BTRG091917	091917	BTRG091917		T ANNUAL TRAINING FOR NEW HIRE	5		481.00
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T VIOLATIONS ENFORCEMENT	5		
BUA A3143314-54720	09/19/2017	BTRG091917	091917	BTRG091917		T ANNUAL TRAINING FOR NEW HIRE	5	2,900.00	
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T SERVICE CONTRACTS - PROF SERV	5		
BUA A3143314-54961	09/19/2017	BTRG091917	091917	BTRG091917		T TRAFFIC EVALUATION STUDY	5		2,900.00
BUA A3031654-54650	09/19/2017	BTRG091917	091917	BTRG091917		T SIGNS & POSTS	5		
BUA A3143314-54961	09/19/2017	BTRG091917	091917	BTRG091917		T TRAFFIC EVALUATION STUDY	5		
JOURNAL 2017/09/90 TOTAL								.00	.00

09/14/2017 15:13  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 7  
bgamdent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

\*\* END OF REPORT - Generated by Christine Gillmett-Brown \*\*



09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 1  
apinvent

CLERK: u101 BATCH: 2715

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED UNPAID INVOICES TO BE POSTED									
116 00000 BSCSD TAX COLLEC	158658 010943		159503	17MWSEP1	6,259.48	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: N DISC: .00 F3638324 54811	ACCT 1200 DEPT 3000 DUE 09/13/2017 DESC:010922	70 MALTA AVENUE BALLSTON SPA NY 12020					6,259.48	1099:	
4947 00002 MAGNA5	158659 4489113		159504	17MWSEP1	58.16	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: N DISC: .00 A3143124 54670	ACCT 1200 DEPT 4000 DUE 09/13/2017 DESC:1639	P O BOX 780410 PHILADELPHIA PA 19178-0410					58.16	1099:	
4947 00002 MAGNA5	158660 4499680		159505	17MWSEP1	327.10	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: Y DISC: .00 E3577164 54670	ACCT 1200 DEPT 7000 DUE 09/13/2017 DESC:5000394	P O BOX 780410 PHILADELPHIA PA 19178-0410					327.10	1099:	
6575 00000 DIRECT ENERGY BU	158661 158661		159506	17MWSEP1	586.49	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: Y DISC: .00 A3335654 54650	ACCT 1200 DEPT 3000 DUE 09/13/2017 DESC:DPW	P.O. BOX 70220 PHILADELPHIA PA 19176-0220					586.49	1099:	
6575 00000 DIRECT ENERGY BU	158662 158662		159507	17MWSEP1	1,088.01	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: Y DISC: .00 A3143414 54650	ACCT 1200 DEPT 4000 DUE 09/13/2017 DESC:DPS	P.O. BOX 70220 PHILADELPHIA PA 19176-0220					1,088.01	1099:	
6575 00000 DIRECT ENERGY BU	158663 158663		159508	17MWSEP1	6,282.69	.00	.00		
CASH A 2017/09 INV 09/11/2017 SEP-CHK: Y DISC: .00 E3577164 54650	ACCT 1200 DEPT 7000 DUE 09/13/2017 DESC:CITY CENTER	P.O. BOX 70220 PHILADELPHIA PA 19176-0220					6,282.69	1099:	

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 2  
apinvent

CLERK: u101 BATCH: 2715

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6575	00003 DIRECT ENERGY BU	158664 158664		159509	17MWSEP1	376.83		.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: Y	DISC: .00		A3031654	54650			1.81	1099:
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:DPW			A3031654	54650			11.60	1099:
P.O. BOX 32179	NEW YORK NY 10087-2179					G3638124	54650			.36	1099:
						G3638124	54650			4.70	1099:
						G3638124	54650			1.81	1099:
						G3638124	54650			.36	1099:
						G3638124	54650			1.46	1099:
						A3031634	54650			2.88	1099:
						A3537114	54650			22.45	1099:
						A3567174	54650	3000		5.80	1099:
						A3567184	54650	3000		310.19	1099:
						F3638334	54650			5.44	1099:
						F3638334	54650			2.53	1099:
						F3638334	54650			5.44	1099:
6575	00003 DIRECT ENERGY BU	158665 158665		159511	17MWSEP1	47.46		.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: Y	DISC: .00		A3143414	54650			28.64	1099:
ACCT 1200	DEPT 4000	DUE 09/13/2017	DESC:DPS			A3143414	54650			9.04	1099:
P.O. BOX 32179	NEW YORK NY 10087-2179					A3143314	54650			9.78	1099:
6575	00003 DIRECT ENERGY BU	158666 158666		159512	17MWSEP1	38.79		.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: Y	DISC: .00		E3577164	54650			38.79	1099:
ACCT 1200	DEPT 7000	DUE 09/13/2017	DESC:CITY CENTER								
P.O. BOX 32179	NEW YORK NY 10087-2179										
319	00001 NATIONAL GRID	158668 158668		159514	17MWSEP1	104,236.46		.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3638194	54650			170.33	1099:
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:DPW			A3416314	54650			351.63	1099:
P.O. BOX 4706	SYRACUSE NY 13221-4706					A3638184	54650			419.34	1099:
						A3335654	54650			492.49	1099:
						A3031634	54650			528.77	1099:
						G3638124	54650			1,236.57	1099:
						A3031654	54650			1,457.21	1099:
						A3567144	54650	3000		1,746.07	1099:
						G3638124	54650			2,637.07	1099:
						A3567174	54650	3000		2,916.37	1099:
						F3638324	54650			3,314.50	1099:
						A3537114	54650			3,574.87	1099:
						A3031624	54650			4,166.58	1099:
						A3567194	54650	3000		15,824.00	1099:
						F3638334	54650			31,374.80	1099:

[illegible]

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 4  
apinvent

CLERK: u101 BATCH: 2715

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
739	00000 SPECIAL ASSESSME	158674 158674		159520	17MWSEP1	28,792.48	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A 2630	28,792.48	1099:	
ACCT 1200	DEPT 2000	DUE 09/13/2017	DESC:3RD QTR 2017							
C/O FINANCE	DEPARTMENT CITY HALL	SARATOGA SPRINGS NY 12866								
1699	00001 TIME WARNER CABL	158675 489463802082517		159521	17MWSEP1	99.99	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3021694 54740	99.99	1099:	
ACCT 1200	DEPT 2000	DUE 09/13/2017	DESC:202-489463802-001							
P.O. BOX 70872	CHARLOTTE NC	28272-0872								
5997	00001 TIME WARNER CABL	158676 904547801081717		159522	17MWSEP1	500.00	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3567194 54720	500.00	1099:	
ACCT 1200	DEPT 6000	DUE 09/13/2017	DESC:202-9404547801-001							
BOX 70872	CHARLOTTE NC	28272-0872								
1927	00001 VERIZON	158677 158677		159523	17MWSEP1	24.23	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3031654 54670	24.23	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185818489927245							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158678 158678		159524	17MWSEP1	24.99	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3537114 54670	24.99	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185811510411248							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158679 158679		159525	17MWSEP1	25.79	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3537214 54670	25.79	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185812395197241							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158680 158680		159526	17MWSEP1	26.40	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00			A3537114 54670	26.40	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185842137746245							
P O BOX 15124	ALBANY NY	12212-5124								

NEW INVOICES

[illegible]

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 6  
apinvent

CLERK: u101 BATCH: 2715

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1927	00001 VERIZON	158688 158688		159534	17MWSEP1	56.19	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		F3638334	54670	56.19	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185846670322249							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158689 158689		159535	17MWSEP1	58.69	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3011474	54671	58.69	1099:	
ACCT 1200	DEPT 1000	DUE 09/13/2017	DESC:5185873968839247							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158690 158690		159536	17MWSEP1	74.48	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		F3638334	54670	74.48	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:518Q720140071243							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158691 158691		159537	17MWSEP1	93.18	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3031654	54670	93.18	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:518Q720139070248							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158692 158692		159538	17MWSEP1	102.04	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3567174	54670 3000	102.04	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185841274537243							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158693 158693		159539	17MWSEP1	127.19	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3335654	54670	127.19	1099:	
ACCT 1200	DEPT 3000	DUE 09/13/2017	DESC:5185842787871244							
P O BOX 15124	ALBANY NY	12212-5124								
1927	00001 VERIZON	158694 158694		159540	17MWSEP1	219.04	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: N	DISC: .00		A3143414	54670	219.04	1099:	
ACCT 1200	DEPT 4000	DUE 09/13/2017	DESC:DPS							
P O BOX 15124	ALBANY NY	12212-5124								

NEW INVOICES

[illegible]

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

| P 8  
| apinvent

CLERK: u101 BATCH: 2715

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2743	00000 WEST AVENUE SAD	158702 158702		159548	17MWSEP1	12,751.25	.00	.00		
CASH A	2017/09	INV 09/11/2017	SEP-CHK: Y	DISC: .00			A 2630	12,751.25	1099:	
ACCT 1200	DEPT 2000	DUE 09/13/2017	DESC:3RD QTR 2017							
C/O FINANCE DEPARTMENT	SARATOGA SPRINGS NY 12866									
44 APPROVED UNPAID INVOICES				TOTAL		3,649,360.82				
44 INVOICE(S)				REPORT POST TOTAL		3,649,360.82				



09/11/2017 13:53 CITY OF SARATOGA SPRINGS LIVE  
u101 17MWSEP1

P 9  
apinvent

CLERK: u101 BATCH: 2715

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2017 09	A	A	DUE TO OTHER FU	41,543.73	BAL .00
	A	A	DUE TO COUNTY	2,702,899.75	BAL .00
	A3011214	A	PHONES	72.38	979.58
	A3011474	A	PHONES & FAX	58.69	222.05
	A3021694	A	SERVICE CONTRAC	99.99	29,036.71
	A3031624	A	UTILITIES	4,166.58	47,327.69
	A3031634	A	UTILITIES	531.65	11,803.71
	A3031654	A	UTILITIES	1,470.62	30,135.01
	A3031654	A	PHONES	208.17	1,571.71
	A3051414	A	RISK-SAFETY PRO	40.01	18,459.75
	A3051414	A	PHONES & FAX	111.09	784.83
	A3143124	A	UTILITIES	88.87	1,795.72
	A3143124	A	PHONES	2,994.66	14,488.73
	A3143314	A	UTILITIES	261.77	5,876.73
	A3143314	A	UTILITIES TRAFF	1,847.60	16,476.16
	A3143414	A	UTILITIES	1,865.71	10,288.96
	A3143414	A	PHONES	876.53	6,449.70
	A3335184	A	STREET LIGHTING	34,025.86	117,783.86
	A3335654	A	UTILITIES	1,078.98	21,521.97
	A3335654	A	PHONES	127.19	1,064.87
	A3416314	A	UTILITIES	351.63	1,592.28
	A3537114	A	UTILITIES	3,597.32	34,528.54
	A3537114	A	PHONES	51.39	607.88
	A3537214	A	PHONES	25.79	144.26
	A3567144	A	UTILITIES	1,746.07	4,924.76
	A3567174	A	UTILITIES	2,922.17	29,456.55
	A3567174	A	PHONES	102.04	2,083.44
	A3567184	A	UTILITIES	310.19	31,786.30
	A3567194	A	UTILITIES	15,824.00	34,008.69
	A3567194	A	SERVICE CONTRAC	500.00	2,300.00
	A3638184	A	UTILITIES	419.34	986.44
	A3638184	A	PHONES	55.98	196.39
	A3638194	A	UTILITIES	170.33	325.61
	E3577164	E	UTILITIES	10,826.28	78,614.63
	E3577164	E	PHONES	617.97	2,806.24
	F3638324	F	UTILITIES	3,314.50	18,968.69
	F3638324	F	PROPERTY TAXES	11,654.45	1,531.54
	F3638334	F	UTILITIES	31,388.21	211,646.40
	F3638334	F	PHONES	184.25	1,953.64
	G3638124	G	UTILITIES	3,882.33	19,361.54
	G3638134	G	CURRENT CHARGES	767,046.75	767,046.75
REPORT TOTALS				3,649,360.82	

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 10  
apinvent

CLERK: u101

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3					
2017 9 68										
API F3638324-54811							PROPERTY TAXES		6,259.48	
09/13/2017 W	17MWSEP1	000116			158658		010922			
API A3143124-54670							PHONES		58.16	
09/13/2017 W	17MWSEP1	004947			158659		1639			
API E3577164-54670							PHONES		327.10	
09/13/2017 W	17MWSEP1	004947			158660		5000394			
API A3335654-54650							UTILITIES		586.49	
09/13/2017 W	17MWSEP1	006575			158661		DPW			
API A3143414-54650							UTILITIES		1,088.01	
09/13/2017 W	17MWSEP1	006575			158662		DPS			
API E3577164-54650							UTILITIES		6,282.69	
09/13/2017 W	17MWSEP1	006575			158663		CITY CENTER			
API A3031654-54650							UTILITIES		1.81	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3031654-54650							UTILITIES		11.60	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API G3638124-54650							UTILITIES		.36	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API G3638124-54650							UTILITIES		4.70	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API G3638124-54650							UTILITIES		1.81	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API G3638124-54650							UTILITIES		.36	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API G3638124-54650							UTILITIES		1.46	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3031634-54650							UTILITIES		2.88	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3537114-54650							UTILITIES		22.45	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3567174-54650-3000							UTILITIES		5.80	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3567184-54650-3000							UTILITIES		310.19	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API F3638334-54650							UTILITIES		5.44	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API F3638334-54650							UTILITIES		2.53	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API F3638334-54650							UTILITIES		5.44	
09/13/2017 W	17MWSEP1	006575			158664		DPW			
API A3143414-54650							UTILITIES		28.64	
09/13/2017 W	17MWSEP1	006575			158665		DPS			
API A3143414-54650							UTILITIES		9.04	
09/13/2017 W	17MWSEP1	006575			158665		DPS			
API A3143314-54650							UTILITIES		9.78	
09/13/2017 W	17MWSEP1	006575			158665		DPS			
API E3577164-54650							UTILITIES		38.79	

09/11/2017 13:53  
u101

CITY OF SARATOGA SPRINGS LIVE  
17MWSEP1

P 11  
apinvent

YEAR PER JNL										
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
API A3638194-54650	09/13/2017 W	17MWSEP1 006575			158666	CITY CENTER UTILITIES		170.33		
API A3416314-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		351.63		
API A3638184-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		419.34		
API A3335654-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		492.49		
API A3031634-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		528.77		
API G3638124-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		1,236.57		
API A3031654-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		1,457.21		
API A3567144-54650-3000	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		1,746.07		
API G3638124-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		2,637.07		
API A3567174-54650-3000	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		2,916.37		
API F3638324-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		3,314.50		
API A3537114-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		3,574.87		
API A3031624-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		4,166.58		
API A3567194-54650-3000	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		15,824.00		
API F3638334-54650	09/13/2017 W	17MWSEP1 000319			158668	DPW UTILITIES		31,374.80		
API A3335184-54750	09/13/2017 W	17MWSEP1 000319			158668	STREET LIGHTING DPW		34,025.86		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		74.60		
API A3143124-54650	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		88.87		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		120.79		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		122.67		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		162.58		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		173.91		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		209.63		
API A3143314-54751	09/13/2017 W	17MWSEP1 000319			158669	UTILITIES TRAFFIC LIGHTS DPS		221.96		

09/11/2017 13:53  
u101

CITY OF SARATOGA SPRINGS LIVE  
17MWSEP1

P 12  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3143314-54751	09/13/2017 W	17MWSEP1	000319		158669	UTILITIES TRAFFIC LIGHTS DPS		232.45	
API	A3143314-54751	09/13/2017 W	17MWSEP1	000319		158669	UTILITIES TRAFFIC LIGHTS DPS		235.00	
API	A3143314-54650	09/13/2017 W	17MWSEP1	000319		158669	UTILITIES DPS		251.99	
API	A3143314-54751	09/13/2017 W	17MWSEP1	000319		158669	UTILITIES TRAFFIC LIGHTS DPS		294.01	
API	A3143414-54650	09/13/2017 W	17MWSEP1	000319		158669	UTILITIES DPS		740.02	
API	E3577164-54650	09/13/2017 W	17MWSEP1	000319		158670	UTILITIES CITY CENTER		21.23	
API	E3577164-54650	09/13/2017 W	17MWSEP1	000319		158670	UTILITIES CITY CENTER		4,483.57	
API	G3638134-54731	09/13/2017 W	17MWSEP1	000016		158671	CURRENT CHARGES 3RD QTR 2017 SEWER		767,046.75	
API	A-2670	09/13/2017 W	17MWSEP1	000016		158672	DUE TO COUNTY 3RD QTR 2017 TAX		2,702,899.75	
API	F3638324-54811	09/13/2017 W	17MWSEP1	000017		158673	PROPERTY TAXES 2017-2018 SCHL TAX		5,394.97	
API	A-2630	09/13/2017 W	17MWSEP1	000739		158674	DUE TO OTHER FUNDS 3RD QTR 2017		28,792.48	
API	A3021694-54740	09/13/2017 W	17MWSEP1	001699		158675	SERVICE CONTRACTS - EQUIPMENT 202-489463802-001		99.99	
API	A3567194-54720	09/13/2017 W	17MWSEP1	005997		158676	SERVICE CONTRACTS - PROF SERV 202-9404547801-001		500.00	
API	A3031654-54670	09/13/2017 W	17MWSEP1	001927		158677	PHONES 5185818489927245		24.23	
API	A3537114-54670	09/13/2017 W	17MWSEP1	001927		158678	PHONES 5185811510411248		24.99	
API	A3537214-54670	09/13/2017 W	17MWSEP1	001927		158679	PHONES 5185812395197241		25.79	
API	A3537114-54670	09/13/2017 W	17MWSEP1	001927		158680	PHONES 5185842137746245		26.40	
API	A3143124-54670	09/13/2017 W	17MWSEP1	001927		158681	PHONES 5185840661828249		35.20	
API	A3143124-54670	09/13/2017 W	17MWSEP1	001927		158682	PHONES 5185846400685246		35.48	
API	A3031654-54670	09/13/2017 W	17MWSEP1	001927		158683	PHONES 5185842536099246		39.70	
API	A3143124-54670	09/13/2017 W	17MWSEP1	001927		158684	PHONES 5185818707789245		50.63	
API	A3031654-54670	09/13/2017 W	17MWSEP1	001927		158685	PHONES 5185843356341247		51.06	
API	F3638334-54670	09/13/2017 W	17MWSEP1	001927		158686	PHONES 5185841803811242		53.58	
API	A3638184-54670	09/13/2017 W	17MWSEP1	001927		158687	PHONES 5185811430812242		55.98	
API	F3638334-54670						PHONES		56.19	

09/11/2017 13:53  
u101

CITY OF SARATOGA SPRINGS LIVE  
17MWSEP1

P 13  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	API A3011474-54671	09/13/2017 W	17MWSEP1 001927			158688	5185846670322249 PHONES & FAX		58.69	
	API F3638334-54670	09/13/2017 W	17MWSEP1 001927			158689	5185873968839247 PHONES		74.48	
	API A3031654-54670	09/13/2017 W	17MWSEP1 001927			158690	518Q720140071243 PHONES		93.18	
	API A3567174-54670-3000	09/13/2017 W	17MWSEP1 001927			158691	518Q720139070248 PHONES		102.04	
	API A3335654-54670	09/13/2017 W	17MWSEP1 001927			158692	5185841274537243 PHONES		127.19	
	API A3143414-54670	09/13/2017 W	17MWSEP1 001927			158693	5185842787871244 PHONES		219.04	
	API A3143124-54670	09/13/2017 W	17MWSEP1 001927			158694	DPS PHONES		309.07	
	API A3011214-54670	09/13/2017 W	17MWSEP1 001927			158695	5185843042705243 PHONES		72.38	
	API A3051414-54671	09/13/2017 W	17MWSEP1 001831			158696	842037333-00001 PHONES & FAX		60.35	
	API A3051414-54671	09/13/2017 W	17MWSEP1 001831			158697	ACCOUNTS PHONES & FAX		50.74	
	API A3051414-54573	09/13/2017 W	17MWSEP1 001831			158697	ACCOUNTS RISK-SAFETY PROGRAMMING		40.01	
	API E3577164-54670	09/13/2017 W	17MWSEP1 001831			158697	ACCOUNTS PHONES		290.87	
	API A3143414-54670	09/13/2017 W	17MWSEP1 001831			158698	480169107-00001 PHONES		657.49	
	API A3143124-54670	09/13/2017 W	17MWSEP1 001831			158699	486851008-00001 PHONES		1,033.18	
	API A3143124-54670	09/13/2017 W	17MWSEP1 001831			158700	242016471-00001 PHONES		1,472.94	
	API A-2630	09/13/2017 W	17MWSEP1 001831			158701	386851082-00001 DUE TO OTHER FUNDS		12,751.25	
		09/13/2017 W	17MWSEP1 002743			158702	3RD QTR 2017			
GENERAL LEDGER TOTAL									3,649,360.82	.00
	API A-2600	09/13/2017 W	17MWSEP1 B 2715				ACCOUNTS PAYABLE			2,820,446.08
	API E-2600	09/13/2017 W	17MWSEP1 B 2715				ACCOUNTS PAYABLE			11,444.25
	API F-2600	09/13/2017 W	17MWSEP1 B 2715				ACCOUNTS PAYABLE			46,541.41
	API G-2600	09/13/2017 W	17MWSEP1 B 2715				ACCOUNTS PAYABLE			770,929.08
SYSTEM GENERATED ENTRIES TOTAL									.00	3,649,360.82

09/11/2017 13:53 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17MWSEP1

P 14  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 9 68	API A-1522	09/13/2017	W 17MWSEP1 B 2715				JOURNAL 2017/09/68	TOTAL	3,649,360.82	3,649,360.82
	API E-1522	09/13/2017	W 17MWSEP1 B 2715				EXPENDITURES		76,002.60	
	API F-1522	09/13/2017	W 17MWSEP1 B 2715				EXPENDITURES		11,444.25	
	API G-1522	09/13/2017	W 17MWSEP1 B 2715				EXPENDITURES		46,541.41	
		09/13/2017	W 17MWSEP1 B 2715				EXPENDITURES		770,929.08	

09/11/2017 13:53  
u101

CITY OF SARATOGA SPRINGS LIVE  
17MWSEP1

P 15  
apinvent

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
A GENERAL FUND	2017	9	68	09/13/2017			
A-1522					EXPENDITURES	76,002.60	
A-2600					ACCOUNTS PAYABLE		2,820,446.08
A-2630					DUE TO OTHER FUNDS	41,543.73	
A-2670					DUE TO COUNTY	2,702,899.75	
					FUND TOTAL	2,820,446.08	2,820,446.08
E CITY CENTER AUTHORITY	2017	9	68	09/13/2017			
E-1522					EXPENDITURES	11,444.25	
E-2600					ACCOUNTS PAYABLE		11,444.25
					FUND TOTAL	11,444.25	11,444.25
F WATER FUND	2017	9	68	09/13/2017			
F-1522					EXPENDITURES	46,541.41	
F-2600					ACCOUNTS PAYABLE		46,541.41
					FUND TOTAL	46,541.41	46,541.41
G SEWER FUND	2017	9	68	09/13/2017			
G-1522					EXPENDITURES	770,929.08	
G-2600					ACCOUNTS PAYABLE		770,929.08
					FUND TOTAL	770,929.08	770,929.08

\*\* END OF REPORT - Generated by Stefanie Richards \*\*

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1  
apinvent

CLERK: u101 BATCH: 2717

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	160911	001 NEW YORK STATE TECHN	1.00	0.00	0.00	1.00	9	AGREEMENT FOR SMART CITY COMMISSION
	171003	001 FIBER TECHNOLOGIES N	12.00	0.00	0.00	12.00	8	MONTHLY FIBER LEASE
	171007	001 CASELLA WASTE SERVIC	1.00	0.00	0.00	1.00	8	AS PER BID 2016-34 TIPPING AND TRANS
	171023	001 US SECURITY ASSOCIAT	1.00	0.00	0.00	1.00	8	2017 SECURITY SERVICES 1/1/17-12/31/
	171024	001 THE LAW OFFICE OF DA	1.00	0.00	0.00	1.00	8	2017 LEGAL SERVICES
	171032	001 SARATOGA ECONOMIC DE	1.00	0.00	1.00	0.00	0	2017 BUDGET
	171035	001 THE JONES FIRM	1.00	0.00	0.00	1.00	8	LEGAL SERVICES PARKING PROJECT CONST
	171140	001 CITY OF UTICA FIRE D	2.00	0.00	0.00	2.00	8	BASIC FIREFIGHTER TRAINING PROGRAM,
	171158	001 WELLNESS FARM	12.00	0.00	0.00	12.00	8	2017 BOARDING AGREEMENT CCA 1/17/20
	171161	001 BOUND TREE MEDICAL L	1.00	0.00	0.00	1.00	8	MEDICAL SUPPLIES CCA 3/1/16 IFB 201
	171164	001 COMPLUS DATA INNOVAT	1.00	0.00	0.00	1.00	8	2017 PARKING TICKET MAINTENANCE SYST
	171167	001 ORKIN EXTERMINATING	12.00	0.00	0.00	12.00	8	MONTHLY PEST CONTROL SERVICE POLIC
	171191	001 BPI MECHANICAL SERVI	1.00	0.00	0.00	1.00	8	PLUNBING SERVICES DPS RFP 2017-13
	171201	001 WEHRAN LFG SERVICES,	1.00	0.00	0.00	1.00	8	2017 LANDFILL O & M ADDENDUM #2 CCA
	171215	001 PITTSFIELD COMMUNICA	12.00	0.00	0.00	12.00	8	SERVICE AND REPAIR OF RADIOS CCA 3/
	171217	001 TVC ALBANY, INC.	12.00	0.00	0.00	12.00	8	MONTHLY FIBER LEASE FOR 911 SYSTEM
	171222	001 ORKIN EXTERMINATING	1.00	0.00	0.00	1.00	8	PEST CONTROL RFP 2016-20 CCA 6/25/1
	171250	001 MAHONEY NOTIFY PLUS	1.00	0.00	0.00	1.00	8	SEWER LEVEL MONITORING NOT TO EXCEE
	171276	001 GOLDBERGER AND KREME	1.00	0.00	0.00	1.00	8	LABOR AND EMPLOYMENT LEGAL SERVICES
	171292	001 GENERAL CODE PUBLISH	1.00	0.00	0.00	1.00	8	CITY CODE BOOK UPDATES AND PRINTING
	171300	001 THE GREAT ESCAPE	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	171308	001 FERGUSON WATERWORKS	1.00	0.00	0.00	1.00	8	PER BID 2017-19 CCA 4/18/17
	171309	001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00	8	RUBBLE/BLACKTOP SARATOGA COUNTY 17-
		001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00		RUBBLE/BLACKTOP SARATOGA COUNTY 17-
		001 PALLETTE STONE CORP	1.00	0.00	0.00	1.00		RUBBLE/BLACKTOP SARATOGA COUNTY 17-
	171321	001 GALLS, LLC	1.00	0.00	0.00	1.00	8	AS FOLLOWS:



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 2  
apinvent

CLERK: u101 BATCH: 2717

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
	171333	001 NYS PARKS - SARATOGA	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	171337	001 ECLECTIC SONGS	3.00	0.00	3.00	0.00	0	DJ DANCE PARTY 7/11/17 8/1/17 8/18/1
	171359	001 CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	SKS BOTTLE & PACKAGING, INC. PLANNI
	171382	001 SAX-BST, LLP	1.00	0.00	0.00	1.00	8	AUDIT SERVICES CCA 2/7/17
	171395	001 PUBLIC SECTOR HR CON	1.00	0.00	0.00	1.00	8	HUMAN RESOURCES CONSULTING SERVICES
	171412	001 SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00	8	SODIUM HYPOCHLORITE PER IFB 2017-26
		001 SURPASS CHEMICAL COM	1.00	0.00	0.00	1.00		SODIUM HYPOCHLORITE PER IFB 2017-26
	171424	001 CHAZEN COMPANIES	4.00	0.00	0.00	4.00	8	VACANT BUILDING STABILITY ASSESSMENT
	171432	001 BARTON & LOGUIDICE	1.00	0.00	0.00	1.00	8	SKIDMORE COLLEGE CENTER FOR INTEGRAT
	171449	001 MULHOLLAND ENTERPRIS	1.00	0.00	1.00	0.00	0	RENTAL OF HAMM HD 110 1850092 ONE MO
	171471	001 NORTHEAST SIGNAL INC	12.00	0.00	12.00	0.00	0	680.813105 300MM HAND/MAN LED SIGNAL
	171473	001 ADVANCED ELECTRONIC	3.00	0.00	3.00	0.00	0	COMPLETE TABLET/PRINTER SET-UP FOR 3
	171481	001 CONFIRM, INC.	1.00	0.00	1.00	0.00	0	MOBILE PELICAN CASE SYSTEM AND ANNU
	171483	001 CHAZEN COMPANIES	1.00	0.00	0.00	1.00	8	UNIVERSAL PRESERVATION HALL RENOVAT
	171489	001 ATLANTIC TACTICAL	1.00	0.00	1.00	0.00	0	PER SQ-80511591
	171491	001 FEDERAL EASTERN INTE	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	171501	001 SOUTHWORTH-MILTON IN	1.00	0.00	1.00	0.00	0	WEDLEMENT ATTACHMENT FOR #252 PER S
	171510	001 ADVANCED ELECTRONIC	2.00	0.00	2.00	0.00	0	TM-5502-UNIB-COMBO-2015 CHARGER TAB
	171514	001 AXON ENTERPRISE, INC	1.00	0.00	1.00	0.00	0	22501 HOLSTER X2
	171515	001 CREIGHTON MANNING EN	1.00	0.00	0.00	1.00	8	SUPPLEMENTAL PROPOSAL FOR WATER MAIN
	171540	001 SHI - SOFTWARE HOUSE	1.00	1.00	0.00	0.00	0	VERIZON CRADLEPOINT SET-UPS FOR 9 PO
		001 SHI - SOFTWARE HOUSE	1.00	0.00	1.00	0.00		VERIZON CRADLEPOINT SET-UPS FOR 9 PO
	171541	001 KRUEGER INTERNATIONAL	400.00	0.00	400.00	0.00	0	MATRIX GANING GLIDE-MALE
	171543	001 GRAINGER	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	171547	001 S & J ENTERPRISES	1.00	0.00	1.00	0.00	0	AS FOLLOWS:
	171569	001 HOLIDAY INN EXPRESS	12.00	0.00	0.00	12.00	8	2 ROOMS FOR SIX NIGHTS EACH 10/2-10/

4140	00000	ACCURATE PEST CO	158704 105083	159550	17SEP2	60.00	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: Y DISC: .00 E3577164 54720 60.00 1099:										
ACCT 1200 DEPT 7000 DUE 09/19/2017 DESC:1418										
1161 CURRY ROAD SCHENECTADY NY 12306										
70	00000	ADVANTAGE PRESS	158705 41214	159551	17SEP2	1,400.00	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3567144 54410 1,400.00 1099:										
ACCT 1200 DEPT 6000 DUE 09/19/2017 DESC:8/16/17										
74 WARREN STREET SARATOGA SPRINGS NY 12866										
5400	00001	AIRGAS EAST	158706 9947134916	159552	17SEP2	32.18	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3143314 54390 32.18 1099:										
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:2581569										
P O BOX 802576 CHICAGO IL 60680-2576										
31	00001	ALLERDICE BUILDI	158707 1611-241027	159553	17SEP2	475.00	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3567194 54610 475.00 1099:										
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:271										
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525										
31	00001	ALLERDICE BUILDI	158708 187865	159554	17SEP2	25.68	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3335014 54180 25.68 1099:										
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:271										
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525										
31	00001	ALLERDICE BUILDI	158709 1708-236384	159555	17SEP2	124.23	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: Y DISC: .00 E3577164 54140 124.23 1099:										
ACCT 1200 DEPT 7000 DUE 09/19/2017 DESC:662										
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525										
31	00001	ALLERDICE BUILDI	158710 158710	159556	17SEP2	252.52	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3638144 54180 23.47 1099:										
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:271 F3638354 54330 229.05 1099:										
BLUE TARP FINANCIAL PO BOX 105525 ATLANTA GA 30348-5525										

[illegible]

NEW INVOICES

[illegible]

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 6  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7337	00000 SUSAN BAKER	158723 158723		159569	17SEP2	683.72	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00		E3577164	54201	683.72	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:8/28,8/31	10/13 REIMB						
113	00000 BARTON & LOGUIDI	158724 91699	171432	159570	17SEP2	542.50	.00	3,761.08		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3031444	54725	542.50	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:539.039.001							
443	ELECTRONICS PARKWAY	LIVERPOOL NY 13088								
4542	00001 BOUND TREE MEDIC	158725 158725	171161	159571	17SEP2	961.21	.00	2,920.78		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143414	54150	961.21	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:205698							
23537	NETWORK PLACE	CHICAGO IL 60673-1235								
7426	00000 BPI MECHANICAL S	158727 4090	171191	159573	17SEP2	82.00	.00	3,057.06		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54610	82.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:9/5/17							
95	HUDSON RIVER ROAD	WATERFORD NY 12188								
7426	00000 BPI MECHANICAL S	158728 4005		159574	17SEP2	6,059.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3567184	54610 3000	6,059.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:8/8/17							
95	HUDSON RIVER ROAD	WATERFORD NY 12188								
6815	00000 SAX-BST, LLP	158729 346805	171382	159575	17SEP2	13,000.00	.00	3,500.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3021314	54720	13,000.00	1099:7	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:773510.0							
26	COMPUTER DRIVE WEST	ALBANY NY 12208								
6448	00001 CAPITAL DISTRICT	158730 NY0004349-2017		159576	17SEP2	310.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143624	54570	310.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:J. DONNELLY							
11	HERBERT DRIVE	LATHAM NY 12110								

NEW INVOICES

[illegible]

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
825	00001	CHAZEN COMPANIES	158741 0101727	171483	159588	17SEP2	1,029.25		.00	3,664.25		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3031444	54725		1,029.25	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:31704.07												
21 FOX STREET POUGHKEEPSIE NY 12601												
825	00001	CHAZEN COMPANIES	158742 0101729,0101730	171424	159589	17SEP2	1,808.25		.00	513.25		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143644	54720		1,808.25	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:0101731												
21 FOX STREET POUGHKEEPSIE NY 12601												
4193	00000	CITY OF UTICA FI	158743 8/21/17	171140	159590	17SEP2	3,500.00		.00	3,500.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143414	54570		3,500.00	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:FF ALVORD												
552 BLEEKER STREET UTICA NY 13501												
1975	00000	COLONIE MECHANIC	158744 7331		159591	17SEP2	351.30		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3031634	54610		351.30	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:CITYSARA												
17 RAILROAD AVENUE ALBANY NY 12205												
5027	00000	COMPLUS DATA INN	158745 35841	171164	159592	17SEP2	10,013.36		.00	14,850.57		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143014	54802		10,013.36	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:SARTAOGASP												
120 WHITE PLAINS ROAD TARRYTOWN NY 10591												
7651	00000	CONFIRM, INC.	158746 1100146	171481	159593	17SEP2	6,620.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143332	52300		6,620.00	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:7/31/17												
23 JAYAR ROAD MEDWAY MA 02053												
1155	00001	COUNTY WASTE & R	158747 11648314		159594	17SEP2	265.63		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143314	54713		265.63	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:6910-18253451												
P.O. BOX 11760 NEWARK NJ 07101-4760												

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

| P 9  
| apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
152	00000 CREIGHTON MANNIN	158748 115-025#18	171515	159595	17SEP2	10,311.40		.00	1,198.60		
CASH A	2017/09	INV 09/13/2017	SEP-CHEK: N	DISC: .00			H3638332	52000	1167	10,311.40	1099:7
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:ADDENDUM 2								
2 WINNERS CIRCLE	ALBANY NY 12205										
4871	00000 SHANE CROOKS	158749 158749		159596	17SEP2	99.97		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHEK: N	DISC: .00			A3143124	54160		99.97	1099:
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:CLOTHING REIMB								
S S P D	SARATOGA SPRINGS NY 12866										
3203	00001 CRYSTAL ROCK LLC	158750 158750		159597	17SEP2	39.90		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHEK: N	DISC: .00			A3051414	54110		39.90	1099:
ACCT 1200	DEPT 5000	DUE 09/19/2017	DESC:51284317								
P O BOX 10028	WATERBURY CT 06725-0028										
3203	00001 CRYSTAL ROCK LLC	158751 158751		159598	17SEP2	359.10		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHEK: N	DISC: .00			A3143014	54110		15.96	1099:
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:51284309				A3143014	54110		11.97	1099:
P O BOX 10028	WATERBURY CT 06725-0028						A3143124	54180		35.91	1099:
							A3143124	54180		55.86	1099:
							A3143314	54390		31.92	1099:
							A3143414	54200		47.88	1099:
							A3143414	54200		39.90	1099:
							A3143414	54200		39.90	1099:
							A3143414	54200		35.91	1099:
							A3143414	54200		43.89	1099:
3	00002 CSEA-EBF	158752 SEPT 2017		159600	17SEP2	1,570.59		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHEK: N	DISC: .00			A3739068	58011		1,163.40	1099:
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:268 DPW				A3769068	58011	3000	193.90	1099:
ONE LEAR JET LANE SUITE	ONE LATHAM NY 12110						F3739068	58011		116.34	1099:
							G3739068	58011		96.95	1099:



09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 10  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
3	00001 CSEA-EBF	158753 SEPT-17		159601	17SEP2	2,653.06		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3011478	58011		48.68	1099:	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:NB365	CITY HALL & ADMIN		A3719068	58011		389.44	1099:	
ONE LEAR JET	LANE SUITE ONE	LATHAM NY 12110				A3729068	58011		243.40	1099:	
						A3739068	58011		320.47	1099:	
						A3749068	58011		754.54	1099:	
						A3759068	58011		219.06	1099:	
						A3769068	58011		121.70	1099:	
						F3739068	58011		411.73	1099:	
						G3739068	58011		144.04	1099:	
2858	00001 DIG SAFELY NEW Y	158754 17080053		159602	17SEP2	87.29		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143314	54390		87.29	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:9/30/17								
5063	BRITTONFIELD PARKWAY	SYRACUSE NY 13057									
2858	00001 DIG SAFELY NEW Y	158755 17080052		159603	17SEP2	306.84		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3335184	54750		218.40	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:9/30/17			F3638354	54180		88.44	1099:	
5063	BRITTONFIELD PARKWAY	SYRACUSE NY 13057									
7264	00000 DINOSAW, INC.	158756 87729		159604	17SEP2	46.20		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3567184	54510	3000	46.20	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:8/29/17								
340	POWER AVENUE	HUDSON NY 12534									
6379	00000 ECLECTIC SONGS	158757 8/18/17	171337	159605	17SEP2	200.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3567154	54500		200.00	1099:7	
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:CAMP SARADAC								
196	SMITH ROAD	AMSTERDAM NY 12010									
340	00001 E J PRESCOTT INC	158758 5286084		159606	17SEP2	371.20		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3537114	54610		371.20	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:5287643								
TEAM EJP	CLIFTON PARK, NY	PO BOX 350002	BOSTON MA 02241-0002								

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 11  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7054	00001 EJ USA INC.	158759 110170072557		159607	17SEP2	1,268.22	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		G3638124	54180	1,268.22	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:20101319							
PO BOX 644873	PITTSBURGH PA	15264-4873								
7054	00001 EJ USA INC.	158760 110170077757		159608	17SEP2	1,294.98	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		A3638144	54180	1,294.98	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:110170077758							
PO BOX 644873	PITTSBURGH PA	15264-4873								
3084	00001 F W WEBB COMPANY	158761 55887445		159609	17SEP2	153.33	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		F3638334	54330	153.33	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:57289							
160 MIDDLESEX	TURNPIKE BEDFORD MA	01730								
2843	00001 FASTENAL COMPANY	158762 NYSAR45857		159610	17SEP2	142.57	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		A3335184	54750	142.57	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:NYSAR0160							
P.O. BOX 1286	WINONA MN	55987-1286								
2843	00001 FASTENAL COMPANY	158763 158763		159611	17SEP2	166.45	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		A3335184	54750	110.37	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:NYSAR0160			F3638334	54330	47.02	1099:	
P.O. BOX 1286	WINONA MN	55987-1286				F3638334	54330	9.06	1099:	
7643	00000 FEDERAL EASTERN	158764 502331	171491	159612	17SEP2	803.00	.00	.00		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: Y	DISC: .00		A3143122	52205	803.00	1099:	
ACCT 1200	DEPT 4000 DUE	09/19/2017	DESC:8/25/17							
PO BOX 22473	TAMPA FL	33622								
5084	00001 FERGUSON WATERWO	158766 0774328	171308	159614	17SEP2	567.60	.00	23,604.17		
CASH A	2017/09 INV	09/13/2017	SEP-CHK: N	DISC: .00		F3638354	54180	567.60	1099:	
ACCT 1200	DEPT 3000 DUE	09/19/2017	DESC:14480							
P.O. BOX 417592	BOSTON MA	02241-7592								

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 12  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
5574	00001 FIBER TECHNOLOGI	158767 20527	171003	159615	17SEP2	3,024.24	.00	6,041.84		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3021694 54740	3,024.24	1099:	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:B11184							
PO BOX 32102	NEW YORK NY	10087-2102								
1	00001 COMMISSIONER OF	158768 8/30/17		159616	17SEP2	8.99	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00			F3638334 54110	8.99	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:DISTILLED WATER							
CITY HALL - 474 BROADWAY	SARATOGA SPRINGS NY	12866								
1	00001 COMMISSIONER OF	158769 158769		159617	17SEP2	8,689.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00			Y3618689 59089 433	8,689.00	1099:	
ACCT 1200	DEPT 1000	DUE 09/19/2017	DESC:MAY JUNE 2017							
CITY HALL - 474 BROADWAY	SARATOGA SPRINGS NY	12866								
5340	00000 CHARLES FISCHER	158770 158770		159618	17SEP2	74.92	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124 54160	74.92	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:CLOTHING REIMB							
S S P D	SARATOGA SPRINGS NY	12866								
7577	00000 FRONT NINE CAPIT	158771 067233		159619	17SEP2	179.72	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124 54160	179.72	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:5627							
260 WEST NYACK ROAD	WEST NYACK NY	10994								
197	00000 PETER J GAILOR L	158773 64312		159621	17SEP2	325.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00			E3577164 54720	325.00	1099:7	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:AUG MOWING							
P O BOX 609	SARATOGA SPRINGS NY	12866								
376	00001 GAZETTE NEWSPAPE	158774 2312314		159622	17SEP2	40.89	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3051414 54490	40.89	1099:	
ACCT 1200	DEPT 5000	DUE 09/19/2017	DESC:90122							
P O BOX 1090	2345 MAXON ROAD	SCHENECTADY NY 12301-1090								



NEW INVOICES

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
189	00001	GRAINGER	158781 9532253722		159630	17SEP2	160.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3031624 54180 160.00 1099:												
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:800013294												
DEPT 800013294 PALATINE IL 60038-0001												
189	00001	GRAINGER	158782 158782		159631	17SEP2	174.62		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3143314 54961 174.62 1099:												
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:845177179												
DEPT 800013294 PALATINE IL 60038-0001												
189	00001	GRAINGER	158783 158783		159632	17SEP2	466.56		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3537114 54610 29.20 1099:												
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:800013294 A3567184 54610 3000 287.17 1099:												
DEPT 800013294 PALATINE IL 60038-0001 A3567194 54610 3000 107.27 1099:												
			A3567194 54610 3000 42.92 1099:									
189	00001	GRAINGER	158784 158784	171543	159633	17SEP2	1,866.86		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3143312 52802 1,866.86 1099:												
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:845177179												
DEPT 800013294 PALATINE IL 60038-0001												
191	00000	GRASSLAND EQUIPM	158785 1180164		159634	17SEP2	291.71		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3567144 54180 3000 291.71 1099:												
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:48300												
892-898 TROY SCHENECTADY ROAD LATHAM NY 12110												
6210	00000	GREENMAN-PEDERSE	158786 02031627		159635	17SEP2	196,736.08		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 H3517142 52000 1200 196,736.08 1099:												
ACCT 1200 DEPT 1000 DUE 09/19/2017 DESC:0233121,0236179												
80 WOLF ROAD, SUITE 300 ALBANY NY 12205												
3149	00001	GRIFFIN GREENHOU	158787 02222540		159636	17SEP2	1,080.48		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3335014 54180 1,080.48 1099:												
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:549813												
P O BOX 842937 BOSTON MA 02284-2937												

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6448	00001 CAPITAL DISTRICT	158788 NY0349325-2017		159637	17SEP2	310.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3113624	54250		310.00	1099:	
ACCT 1200	DEPT 1000	DUE 09/19/2017	DESC:D. MILLER								
11 HERBERT DRIVE LATHAM NY 12110											
7616	00000 HOLIDAY INN EXPR	158789 10/2-10/5/17	171569	159638	17SEP2	546.00		.00	546.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143624	54220		546.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:HERKEL, VANDERZEE								
3351 STATE ROUTE 11 MALONE NY 12953											
7674	00000 DAVID HANCOCK	158790 158790		159639	17SEP2	25.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A046	42001		25.00	1099:	
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:SOCCER REFUND								
36 DOTEN AVE SARATOGA SPRINGS NY 12866											
200	00001 THE HARTFORD-PRI	158791 739466980242		159640	17SEP2	996.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3011474	54774		8.00	1099:	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:000040370001-6			A3719044	54774		72.00	1099:	
GROUP BENEFITS DIVISION P O BOX 783690 PHILADELPHIA PA 19178-3690											
						A3729044	54774		44.00	1099:	
						A3739044	54774		305.86	1099:	
						F3739044	54774		77.86	1099:	
						G3739044	54774		41.88	1099:	
						A3749044	54774		346.40	1099:	
						A3759044	54774		36.00	1099:	
						A3769044	54774		24.00	1099:	
						A3769044	54774	3000	40.00	1099:	
7673	00000 ALICIRA HENAO	158792 158792		159642	17SEP2	50.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A046	42001		50.00	1099:	
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:SOCCER REFUND								
2 STANDISH RD., APT. 202 SARATOGA SPRINGS NY 12866											
6154	00001 CRYSTAL CLEAN LL	158793 14742705		159643	17SEP2	863.58		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3335014	54510		863.58	1099:7	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:167151								
13621 COLLECTIONS CENTER DR CHICAGO IL 60693-0136											

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 16  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1148	00000 HEWITTS GARDEN C	158794 06-120370		159644	17SEP2	67.98	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3335014 54184	67.98	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:871							
RTE 9 - 621	MAPLE AVENUE	SARATOGA SPRINGS NY 12866								
6462	00000 JOHN HIRLIMAN	158795 158795		159645	17SEP2	209.55	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3567154 54180	209.55	1099:	
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:8/23/17 REIMB							
PAYROLL	SARATOGA SPRINGS NY 12866									
2747	00000 HOMETOWN AUTO GL	158796 I 0030928		159646	17SEP2	490.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124 54510	490.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:CS 8/30/17							
P O BOX 288	BURNT HILLS NY 12027									
2736	00000 ICOM	158797 16070, 16059		159647	17SEP2	574.68	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			E3577164 54720	574.68	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:16071							
5 SOUTHSIDE DRIVE SUITE 11-240	CLIFTON PARK NY 12065									
4089	00001 KRUEGER INTERNAT	158799 13815946	171541	159649	17SEP2	400.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			E3577164 54140	400.00	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:32538							
1330 BELLEVUE STREET	GREEN BAY WI 54302									
7460	00000 JANINE LONGLEY	158800 158800		159650	17SEP2	100.71	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143324 54160	100.71	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:CLOTHING REIMB							
PAYROLL										
270	00000 MAHONEY NOTIFY P	158801 0252533		159651	17SEP2	144.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3537114 54610	105.50	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:0252532				A3537214 54610	38.50	1099:	
P O BOX 767 15	COOPER STREET	GLENS FALLS NY 12801								

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 17  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
270	00000 MAHONEY NOTIFY P	158802 0253453-IN	171250	159652	17SEP2	1,037.50		.00	6,225.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			G3638124	54331	1,037.50	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:0019118								
P O BOX 767	15 COOPER STREET	GLENS FALLS NY 12801									
1733	00000 MAIN CARE ENERGY	158803 995095		159653	17SEP2	4,719.66		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54520	8.14	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:7003317				A3143414	54520	1,110.33	1099:	
P O BOX 314	CANAJOHARIE NY 13317						A3335014	54520	2,688.83	1099:	
							A3567144	54520	335.53	1099:	
							A3638564	54520	391.53	1099:	
							F3638354	54520	185.30	1099:	
4204	00001 MILLER, MANNIX ,	158804 11004 020 #2		159654	17SEP2	210.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3618684	54720 8020	210.00	1099:7	
ACCT 1200	DEPT 1000	DUE 09/19/2017	DESC:9/5/17								
HAFNER, LLC	15 NOTRE DAME STREET	GLENS FALLS NY 12801									
386	00001 SOUTHWORTH-MILTO	158805 INV1024336		159655	17SEP2	807.45		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3335014	54510	807.45	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:6017550								
P O BOX 3851	BOSTON MA 02241-3851										
386	00001 SOUTHWORTH-MILTO	158806 SCINV256047	171501	159656	17SEP2	2,024.89		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3335124	54510	2,024.89	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:6017550								
P O BOX 3851	BOSTON MA 02241-3851										
288	00001 MOORE MEDICAL LL	158807 99608006		159657	17SEP2	300.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3567324	54170	150.00	1099:	
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:21453952				A3567344	54170	150.00	1099:	
P O BOX 99718	CHICAGO IL 60696										
6991	00000 MULHOLLAND ENTER	158808 52443	171449	159658	17SEP2	5,175.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3335134	54530	5,175.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:7/17/17								



09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 18  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2084 RT. 9N	GREENFIELD CENTER NY 12833									
7663	00000 NATIONAL ARBOR F	158809 ADF091117		159659	17SEP2	1,000.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3638564	54180	1,000.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:8842838355							
PO BOX 80208	LINCOLN NE	68501-0208								
6512	00000 NATIONAL BUSINES	158810 IN197850		159660	17SEP2	65.78	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00		E3577164	54720	65.78	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:SS14							
505 BRADFORD STREET	ALBANY NY	12206								
320	00000 NATIONAL LAW ENF	158811 149904		159661	17SEP2	204.74	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54180	204.74	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:204012							
PO BOX 600129	RALEIGH NC	27675-6189								
309	00001 NEWMAN SIGNS	158812 TI 0313374		159662	17SEP2	289.73	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143314	54961	289.73	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:SAR050							
P O BOX 1728	JAMESTOWN ND	58402-1728								
656	00001 NORTHEAST SIGNAL	158813 1708280R	171471	159663	17SEP2	1,152.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143314	54332	1,152.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:8/28/17							
323 WEST ROUTE 5 P O BOX 309	ELBRIDGE NY	13060								
691	00001 BLUE TARP FINANC	158814 38557145		159664	17SEP2	565.56	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3335014	54330	565.56	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:101251							
P.O. BOX 105525	ATLANTA GA	30348-5525								
7306	00000 NEW YORK STATE T	158815 004414	160911	159665	17SEP2	3,039.18	.00	8,102.68		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00		A3021694	54720	3,039.18	1099:	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:8/28/17							
500 AVERY LANE, SUITE A	ROME NY	13441								

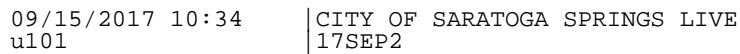
09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 19  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
19	00000 ORKIN EXTERMINAT	158817 158817	171167	159667	17SEP2	195.00	.00	585.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:2106771 537 QUEENSBURY AVENUE QUEENSBURY NY 12804						A3143124 54720 A3143414 54720		75.00 1099: 120.00 1099:	
19	00000 ORKIN EXTERMINAT	158819 163192712		159669	17SEP2	1,100.00	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:31485520 537 QUEENSBURY AVENUE QUEENSBURY NY 12804						A3031634 54610		1,100.00 1099:	
5918	00000 OSBORNE COINAGE	158820 195417		159670	17SEP2	1,074.01	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:C15284 2851 MASSACHUSETTS AVENUE CINCINNATI OH 45225						A3537214 54610		1,074.01 1099:	
327	00001 PALLETTE STONE C	158821 179142		159671	17SEP2	338.00	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335014 54180		338.00 1099:	
327	00001 PALLETTE STONE C	158822 178876	171309	159672	17SEP2	412.44	.00	25,573.95		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335014 54100		412.44 1099:	
327	00001 PALLETTE STONE C	158823 179143		159673	17SEP2	499.85	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3537114 54180 F3638354 54100		186.71 1099: 313.14 1099:	
327	00001 PALLETTE STONE C	158824 178877	171309	159674	17SEP2	598.43	.00	25,573.95		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:19018 269 BALLARD ROAD WILTON NY 12831						A3335014 54100		598.43 1099:	



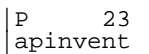
```
P      20
apinvent
```

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
327	00001 PALLETTE STONE C	158825 179141	171309	159675	17SEP2	673.64		.00	25,573.95		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3335014	54100		673.64	1099:
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:19018								
269 BALLARD ROAD WILTON NY 12831											
3602	00002 PEOPLEFACTS LLC	158829 2017080255		159679	17SEP2	103.17		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54720		103.17	1099:7
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:8/1-9/1/17								
PO BOX 740303 LOS ANGELES CA 90074-0303											
5334	00000 PHOENIX ENVIRONM	158830 671008		159680	17SEP2	330.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3031654	54708		330.00	1099:
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:S00420								
587 E MIDDLE TRUNPIKE BOX 370 MANCHESTER CT 06045-0418											
6294	00000 PITTSFIELD COMMU	158831 59353	171215	159681	17SEP2	665.00		.00	3,990.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54740		665.00	1099:
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:SARAT,SP								
1502 W HOUSATONIC ST PITTSFIELD MA 01201											
331	00001 PRICE CHOPPER OP	158832 02081986		159682	17SEP2	16.17		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3567154	54360		16.17	1099:
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:AR002039								
P O BOX 1392 WILLISTON VT 05495-1392											
331	00001 PRICE CHOPPER OP	158833 02082430		159683	17SEP2	159.50		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3567154	54360		159.50	1099:
ACCT 1200	DEPT 6000	DUE 09/19/2017	DESC:AR002039								
P O BOX 1392 WILLISTON VT 05495-1392											
7625	00000 PUBLIC SECTOR HR	158834 3573	171395	159684	17SEP2	3,765.00		.00	3,435.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3011434	54720		3,765.00	1099:
ACCT 1200	DEPT 1000	DUE 09/19/2017	DESC:9/6/17								
14 KNOLLWOOD DRIVE GLENVILLE NY 12302											

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
7333	00000 RESTORE MASONRY,	158835 384		159685	17SEP2	1,400.00		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			H3537112	52000 1165	1,400.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:9/4/17								
19 SAINT AGNES HIGHWAY, REAR 1 COHOES NY 12047											
223	00001 RICOH USA, INC	158836 5050138052		159686	17SEP2	15.11		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143014	54110	15.11	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	158839 505205534		159689	17SEP2	50.27		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54740	50.27	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00001 RICOH USA, INC	158841 5050231295		159691	17SEP2	82.75		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54740	82.75	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:4659857								
P O BOX 827577 PHILADELPHIA PA 19182-7577											
223	00002 RICOH USA, INC	158842 993352312		159693	17SEP2	119.16		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124	54740	119.16	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:323252-1023244A3								
P O BOX 41564 PHILADELPHIA PA 19101-1564											
409	00001 S & J ENTERPRISE	158843 73696	171547	159694	17SEP2	1,485.40		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00			E3577164	54140	1,485.40	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:8/28/17								
PO BOX 266 MAYFIELD NY 12117											
409	00001 S & J ENTERPRISE	158844 73438		159695	17SEP2	178.79		.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: Y	DISC: .00			E3577164	54140	178.79	1099:	
ACCT 1200	DEPT 7000	DUE 09/19/2017	DESC:72712								
PO BOX 266 MAYFIELD NY 12117											

[illegible]



NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
374	00007 SARATOGIAN LLC	158852 158852		159704	17SEP2	95.84		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3051414 54490 95.84 1099:											
ACCT 1200 DEPT 5000 DUE 09/19/2017 DESC:19397											
PO BOX 780154 PHILADELPHIA PA 19178-0154											
374	00007 SARATOGIAN LLC	158853 139477		159705	17SEP2	500.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3567174 54600 500.00 1099:											
ACCT 1200 DEPT 5000 DUE 09/19/2017 DESC:18387											
PO BOX 780154 PHILADELPHIA PA 19178-0154											
2787	00001 SCHINDLER ELEVAT	158854 158854		159706	17SEP2	882.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3031624 54720 441.00 1099:											
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:5000032110 A3031644 54720 441.00 1099:											
P O BOX 93050 CHICAGO IL 60673-3050											
3430	00000 SECURITY PLUMBIN	158855 S4483207.001		159707	17SEP2	110.44		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3031654 54330 32.52 1099:											
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:S4480395.001 A3567144 54180 3000 77.92 1099:											
196 MAPLE AVENUE SELKIRK NY 12158											
405	00000 SARATOGA ECONOMI	158856 158856	171032	159708	17SEP2	950.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3011214 54230 950.00 1099:											
ACCT 1200 DEPT 1000 DUE 09/19/2017 DESC:9/6/17											
28 CLINTON STREET SARATOGA SPRINGS NY 12866-2110											
184	00001 SHELTERPOINT LIF	158857 22760316		159709	17SEP2	102.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A093 42690 102.00 1099:											
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:R. FULLER											
600 NORTHERN BOULEVARD P O BOX 220727 GREAT NECK NY 11021-5202											
6261	00000 SHERRILL TREE IN	158858 383647,383603		159710	17SEP2	646.33		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3638564 54320 646.33 1099:											
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:384273											
496 GALLIMORE DAIRY RD., STE D GREENSBORO NC 27409											

VENDOR REMIT NAME			DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
6261	00000	SHERRILL TREE IN	158859 382341		159711	17SEP2	1,077.96		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3638562	52300		1,077.96	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:381617												
496 GALLIMORE DAIRY RD., STE D GREENSBORO NC 27409												
5277	00002	SHI - SOFTWARE H	158861 B07028849	171540	159713	17SEP2	2,957.31		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143122	52620		2,957.31	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:1075974												
290 DAVIDSON AVE. SOMMERSET NJ 08873												
5277	00002	SHI - SOFTWARE H	158862 B07020841	171540	159714	17SEP2	5,856.12		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3143122	52620		5,856.12	1099:	
ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:1075974												
290 DAVIDSON AVE. SOMMERSET NJ 08873												
1184	00000	SPA SEPTIC TANK	158863 070717		159715	17SEP2	180.00		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3031634	54610		180.00	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:CASINO												
11 JONES ROAD SARATOGA SPRINGS NY 12866												
407	00000	STANLEY PAPER CO	158864 555298		159716	17SEP2	30.25		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3031654	54140		30.25	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:9/1/17												
1 TERMINAL STREET ALBANY NY 12206-1014												
407	00000	STANLEY PAPER CO	158865 554497		159717	17SEP2	686.24		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00							A3537114	54140		686.24	1099:	
ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:8/9/17												
1 TERMINAL STREET ALBANY NY 12206-1014												
2237	00001	STAPLES BUSINESS	158866 3350453062		159718	17SEP2	8.74		.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: Y DISC: .00							E3577164	54110		8.74	1099:	
ACCT 1200 DEPT 7000 DUE 09/19/2017 DESC:RCH1016990												
DEPT. ROC P O BOX 415256 BOSTON MA 02241-5256												

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 25  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2237	00001 STAPLES BUSINESS	158867 3350453836		159719	17SEP2	49.80	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3051414 54110	49.80	1099:	
ACCT 1200	DEPT 5000	DUE 09/19/2017	DESC:RCH1016990							
DEPT. ROC P O	BOX 415256	BOSTON MA 02241-5256								
2237	00001 STAPLES BUSINESS	158868 3350453829		159720	17SEP2	317.94	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143124 54110	140.52	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:3350453817				A3143014 54110	177.42	1099:	
DEPT. ROC P O	BOX 415256	BOSTON MA 02241-5256								
502	00001 STERICYCLE, INC	158869 1007736959		159721	17SEP2	624.09	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3143414 54150	624.09	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:8000761							
P O BOX 6582	CAROL STREAM IL	60197-6582								
393	00001 SURPASS CHEMICAL	158870 313872	171412	159722	17SEP2	760.00	.00	27,180.32		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			F3638334 54141	760.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:226278							
1254 BROADWAY	ALBANY NY	12204-2623								
393	00001 SURPASS CHEMICAL	158871 314168	171412	159723	17SEP2	921.12	.00	27,180.32		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			F3638334 54141	921.12	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:226629							
1254 BROADWAY	ALBANY NY	12204-2623								
5560	00001 SYSTEMS MANAGEME	158872 IN1022918		159724	17SEP2	5,438.46	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3021694 54740	5,438.46	1099:	
ACCT 1200	DEPT 2000	DUE 09/19/2017	DESC:COS003							
1020 JOHN STREET	WEST HENRIETTA NY	14586								
424	00000 TAYLOR WELDING S	158873 00748211		159725	17SEP2	131.95	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00			A3031654 54330	131.95	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:02631							
P O BOX 741 22	LOWER WARREN STREET	GLENS FALLS NY 12801								



09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 26  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
433	00000 TECHNICAL BUILDING	158874 2621		159726	17SEP2	220.53	.00	.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: Y	DISC: .00	E3577164	54330		220.53	1099:		
ACCT 1200	DEPT 7000 DUE 09/19/2017	DESC:8/21/17								
12E COMMERCE DRIVE	BALLSTON SPA NY 12020									
1269	00001 THE GREAT ESCAPE	158875 TKINV17000121	171300	159727	17SEP2	5,109.00	574.00	.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	A3567154	54500		4,535.00	1099:		
ACCT 1200	DEPT 6000 DUE 09/19/2017	DESC:1639		A3567154	54500		574.00	1099:		
P.O. BOX 28653	NEW YORK NY 10087-8620									
1560	00001 THE JONES FIRM	158876 3117	171035	159728	17SEP2	2,632.50	.00	13,444.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	E3577184	54760		2,632.50	1099:7		
ACCT 1200	DEPT 7000 DUE 09/19/2017	DESC:10235								
P O BOX 4400	SARATOGA SPRINGS NY 12866									
6594	00000 THE LAW OFFICE O	158877 17012	171024	159729	17SEP2	100.00	.00	1,765.50		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	E3577164	54760		100.00	1099:		
ACCT 1200	DEPT 7000 DUE 09/19/2017	DESC:8/31/17								
480 BROADWAY, SUITE 211	SARATOGA SPRINGS NY 12866									
4157	00000 THE UPS STORE -	158878 4365		159730	17SEP2	64.10	.00	.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	A3143314	54332		64.10	1099:		
ACCT 1200	DEPT 4000 DUE 09/19/2017	DESC:8/25/17								
26F CONGRESS PLAZA	SARATOGA SPRINGS NY 12866									
6543	00001 TRADS	158879 73411-2017		159731	17SEP2	1,800.00	.00	.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	A3143124	54720		1,800.00	1099:		
ACCT 1200	DEPT 4000 DUE 09/19/2017	DESC:9/6/17								
P.O. BOX 209047	DALLAS TX 75320									
3723	00001 TRAVELERS	158880 000526598		159732	17SEP2	8,280.24	.00	.00		
CASH A	2017/09 INV 09/13/2017	SEP-CHK: N	DISC: .00	A3011934	54775		7,543.74	1099:		
ACCT 1200	DEPT 5000 DUE 09/19/2017	DESC:9874G9083		A3011474	54775		557.50	1099:		
13607 COLLECTIONS CENTER	DR CHICAGO IL 60693			A3031934	54775		74.00	1099:		
				A3041934	54775		105.00	1099:		

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 29  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7672	00000 CATHY WINSLOW	158895 158895		159747	17SEP2	105.00	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 6000 DUE 09/19/2017 DESC:SOFTBALL REFUND 4 LIBERTY DRIVE BALLSTON SPA NY 12020						A046 42051	105.00	1099:	
1973	00000 WOLBERG ELECTRIC	158896 1845635		159748	17SEP2	37.00	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:19114 35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309						A3143314 54332	37.00	1099:	
1973	00000 WOLBERG ELECTRIC	158897 158897		159749	17SEP2	835.93	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:13696 35 INDUSTRIAL PARK ROAD P O BOX 6309 ALBANY NY 12206-0309						A3031644 54612 A3335184 54750 A3335184 54750 A3537114 54180 A3537114 54610 A3537114 54610 A3567174 54180 3000	19.00 584.60 19.30 9.30 59.95 134.78 9.00	1099: 1099: 1099: 1099: 1099: 1099: 1099:	
17	00001 SARATOGA SPRINGS	158898 JUN-AUG 2017		159750	17SEP2	254,421.32	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 09/19/2017 DESC:SCHL TAX 3 BLUE STREAK BLVD SARATOGA SPRINGS NY 12866						A 2663 A 2664	73,730.59 180,690.73	1099: 1099:	
6205	00001 SIEBA, LTD	158899 28955		159751	17SEP2	1,425.65	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 2000 DUE 09/19/2017 DESC:8/31/17 P. O. BOX 5000 ENDICOTT NY 13761-5000						A3719068 58013 A3729068 58013 A3739068 58013 F3739068 58013 A3749068 58013 A3759068 58013 A3769068 58013 A3749098 58015	65.45 11.90 416.50 41.65 761.60 47.60 5.95 75.00	1099: 1099: 1099: 1099: 1099: 1099: 1099: 1099:	
3256	00000 UNIFIRST CORPORA	158900 158900		159752	17SEP2	29.70	.00	.00		
	CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 ACCT 1200 DEPT 4000 DUE 09/19/2017 DESC:1290931 157 TROY SCHENECTADY ROAD WATERVLIET NY 12189						A3143124 54720	29.70	1099:	

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 30  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
7276	00000 ADVANCED ELECTRO	158901 8262584	171510	159753	17SEP2	1,074.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54970	1,074.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:4543							
344 JOHN DIETSCH BLVD.	NORTH ATTLEBORO	MA 02763								
7276	00000 ADVANCED ELECTRO	158902 8262562	171473	159754	17SEP2	16,004.00	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54970	16,004.00	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:4492							
344 JOHN DIETSCH BLVD.	NORTH ATTLEBORO	MA 02763								
6284	00000 CHRISTOPHER CALL	158903 158903		159755	17SEP2	212.26	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54160	212.26	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:CLOTHING REIMB							
SSPD SARATOGA SPRINGS NY	12866									
7577	00000 FRONT NINE CAPIT	158904 067671		159756	17SEP2	157.49	.00	.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54160	157.49	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:5627							
260 WEST NYACK ROAD	WEST NYACK NY	10994								
198	00000 GALLS, LLC	158905 007648659	171321	159757	17SEP2	175.97	.00	48.19		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3143124	54160	175.97	1099:	
ACCT 1200	DEPT 4000	DUE 09/19/2017	DESC:1001581618							
P.O. BOX 71628	CHICAGO IL	60694-1628								
190	00000 GENERAL CODE PUB	158907 PG00013008	171292	159759	17SEP2	713.61	.00	621.41		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3051414	54590	713.61	1099:	
ACCT 1200	DEPT 5000	DUE 09/19/2017	DESC:SA0110							
781 ELMGROVE ROAD	ROCHESTER NY	14624								
19	00000 ORKIN EXTERMINAT	158910 158910	171222	159762	17SEP2	1,089.00	.00	2,437.00		
CASH A	2017/09	INV 09/13/2017	SEP-CHK: N	DISC: .00		A3031624	54720	285.00	1099:	
ACCT 1200	DEPT 3000	DUE 09/19/2017	DESC:30830534			A3031654	54610	120.00	1099:	
537 QUEENSBURY AVENUE	QUEENSBURY NY	12804				A3537114	54720	195.00	1099:	
						A3567174	54720	225.00	1099:	
						A3567194	54720	264.00	1099:	

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 31  
apinvent

CLERK: u101 BATCH: 2717

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
327	00001 PALLETTE STONE C	158911 520305		159763	17SEP2	686.32	.00	.00		
CASH A 2017/09 INV 09/13/2017 SEP-CHK: N DISC: .00 A3638144 54180 686.32 1099: ACCT 1200 DEPT 3000 DUE 09/19/2017 DESC:DPW 269 BALLARD ROAD WILTON NY 12831										
188 APPROVED UNPAID INVOICES				TOTAL		1,337,430.83				
188 INVOICE(S)				REPORT POST TOTAL		1,337,430.83				

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 32  
apinvent

CLERK: u101 BATCH: 2717

# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2017 09	A	A	-2663 -	DUE TO SCHOOL 1	73,730.59 BAL .00
	A	A	-2664 -	2016-2017 DUE T	180,690.73 BAL .00
	A046	A	-04-6-0000-0-42001 -	RECREATIONAL FE	150.00 REV .00
	A046	A	-04-6-0000-0-42051 -	REC PROG CLINIC	105.00 REV .00
	A063	A	-06-3-0000-0-42411 -	RENTAL CASINO,C	500.00 REV .00
	A093	A	-09-3-0000-0-42690 -	WORKMAN'S COMPE	102.00 REV .00
	A3011212	A	-30-1-1210-2-52200 -	OFFICE EQUIPMEN	268.98 167.97
	A3011214	A	-30-1-1210-4-54230 -	DUES	950.00 .00
	A3011424	A	-30-1-1420-4-54720 -	SERVICE CONTRAC	1,519.00 .00
	A3011434	A	-30-1-1430-4-54720 -	SERVICE CONTRAC	3,765.00 .00
	A3011474	A	-30-1-1431-4-54774 -	LIFE INSURANCE	8.00 32.00
	A3011474	A	-30-1-1431-4-54775 -	SELF INSURANCE	557.50 -557.50
	A3011478	A	-30-1-1431-8-58010 -	HOSPITALIZATION	1,818.42 5,703.68
	A3011478	A	-30-1-1431-8-58011 -	VISION INSURANC	48.68 146.76
	A3011934	A	-30-1-1930-4-54775 -	SELF INSURANCE	7,543.74 -6,286.67
	A3021314	A	-30-2-1310-4-54720 -	SERVICE CONTRAC	13,700.00 29,020.19
	A3021692	A	-30-2-1681-2-52230 -	HARDWARE	393.73 30,498.98
	A3021694	A	-30-2-1681-4-54720 -	SERVICE CONTRAC	3,039.18 25,146.25
	A3021694	A	-30-2-1681-4-54740 -	SERVICE CONTRAC	8,462.70 23,598.25
	A3031444	A	-30-3-1440-4-54520 -	GAS & OIL	259.63 2,886.28
	A3031444	A	-30-3-1440-4-54725 -	SERVICE CONTRAC	2,058.00 .00
	A3031624	A	-30-3-1620-4-54180 -	OTHER SUPPLIES	160.00 1,318.78
	A3031624	A	-30-3-1620-4-54720 -	SERVICE CONTRAC	726.00 12,822.00
	A3031634	A	-30-3-1621-4-54610 -	REPAIRS & MAINT	1,684.88 316.16
	A3031644	A	-30-3-1622-4-54612 -	REPAIRS & MAINT	19.00 6,732.74
	A3031644	A	-30-3-1622-4-54720 -	SERVICE CONTRAC	441.00 1,559.00
	A3031654	A	-30-3-1623-4-54140 -	JANITORIAL SUPP	30.25 650.28
	A3031654	A	-30-3-1623-4-54330 -	REPAIRS & MAINT	164.47 421.39
	A3031654	A	-30-3-1623-4-54610 -	REPAIRS & MAINT	120.00 4,867.14
	A3031654	A	-30-3-1623-4-54708 -	LAB TESTING	330.00 170.00
	A3031934	A	-30-3-1930-4-54775 -	SELF INSURANCE	74.00 323.70
	A3041934	A	-30-4-1930-4-54775 -	SELF INSURANCE	105.00 -105.00
	A3051414	A	-30-5-1410-4-54110 -	OFFICE SUPPLIES	89.70 2,170.34
	A3051414	A	-30-5-1410-4-54490 -	GENERAL ADVERTI	136.73 660.87
	A3051414	A	-30-5-1410-4-54590 -	ZONING BOOKS	713.61 .00
	A3113514	A	-31-1-3510-4-54720 -	SERVICE CONTRAC	2,915.00 2,085.00
	A3113624	A	-31-1-3620-4-54250 -	CONFERENCE REGI	310.00 -310.00
	A3143014	A	-31-4-3010-4-54110 -	OFFICE SUPPLIES	241.45 1,265.31
	A3143014	A	-31-4-3010-4-54802 -	COMPLUS PARK TI	10,013.36 .00
	A3143122	A	-31-4-3120-2-52205 -	BALLISTIC VESTS	803.00 6,823.61
	A3143122	A	-31-4-3120-2-52206 -	WEAPONS	1,089.11 15,121.64
	A3143122	A	-31-4-3120-2-52620 -	POLICE EQUIPMEN	8,813.43 16,588.38
	A3143124	A	-31-4-3120-4-54110 -	OFFICE SUPPLIES	140.52 4,398.85
	A3143124	A	-31-4-3120-4-54160 -	UNIFORMS	1,128.80 47,063.11
	A3143124	A	-31-4-3120-4-54180 -	OTHER SUPPLIES	741.42 853.39
	A3143124	A	-31-4-3120-4-54510 -	REPAIRS & MAINT	1,409.49 31,346.74
	A3143124	A	-31-4-3120-4-54520 -	GAS & OIL	8.14 56,241.36
	A3143124	A	-31-4-3120-4-54610 -	REPAIRS & MAINT	82.00 785.14
	A3143124	A	-31-4-3120-4-54720 -	SERVICE CONTRAC	3,196.89 31,570.23
	A3143124	A	-31-4-3120-4-54740 -	SERVICE CONTRAC	917.18 7,939.12
	A3143124	A	-31-4-3120-4-54970 -	K-9 CARE	17,078.00 6,181.04

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 33  
apinvent

CLERK: u101 BATCH: 2717

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
	A3143124	A -31-4-3120-4-54979 -	HORSE CARE	600.00	2,120.06
	A3143312	A -31-4-3310-2-52802 -	TOOLS & EQUIPME	1,866.86	5,046.64
	A3143314	A -31-4-3310-4-54332 -	MATERIALS & REP	1,383.20	16,593.03
	A3143314	A -31-4-3310-4-54390 -	MAINTENANCE SUP	172.38	7,770.65
	A3143314	A -31-4-3310-4-54713 -	PAVEMENT MARKIN	265.63	20,407.34
	A3143314	A -31-4-3310-4-54961 -	SIGNS & POSTS	595.42	30,226.32
	A3143324	A -31-4-3320-4-54160 -	UNIFORMS	100.71	771.85
	A3143332	A -31-4-3311-2-52300 -	MISCELLANEOUS E	6,620.00	.00
	A3143414	A -31-4-3410-4-54150 -	EMS SUPPLIES	1,585.30	6,384.93
	A3143414	A -31-4-3410-4-54200 -	HOUSE SUPPLIES	466.83	3,630.66
	A3143414	A -31-4-3410-4-54330 -	REPAIRS & MAINT	261.20	1,351.75
	A3143414	A -31-4-3410-4-54520 -	GAS & OIL	1,740.23	6,682.74
	A3143414	A -31-4-3410-4-54570 -	TRAINING	3,500.00	36,763.00
	A3143414	A -31-4-3410-4-54720 -	SERVICE CONTRAC	120.00	10,801.00
	A3143414	A -31-4-3410-4-54771 -	SERVICE CONTRAC	62.42	1,595.57
	A3143624	A -31-4-3620-4-54220 -	TRAVEL	546.00	1,114.54
	A3143624	A -31-4-3620-4-54570 -	TRAINING	310.00	-280.38
	A3143644	A -31-4-3640-4-54720 -	SERVICE CONTRAC	1,808.25	163.00
	A3335014	A -33-3-5010-4-54100 -	RUBBLE BLACKTOP	1,684.51	23,210.77
	A3335014	A -33-3-5010-4-54180 -	OTHER SUPPLIES	1,444.16	8,484.78
	A3335014	A -33-3-5010-4-54184 -	FLOWERS	67.98	1,105.89
	A3335014	A -33-3-5010-4-54330 -	REPAIRS & MAINT	565.56	736.10
	A3335014	A -33-3-5010-4-54510 -	REPAIRS & MAINT	1,671.03	42,861.55
	A3335014	A -33-3-5010-4-54520 -	GAS & OIL	6,124.60	150,538.64
	A3335124	A -33-3-5111-4-54510 -	REPAIRS & MAINT	2,024.89	22,374.40
	A3335124	A -33-3-5111-4-54520 -	GAS & OIL	221.35	8,400.53
	A3335134	A -33-3-5112-4-54530 -	EQUIPMENT & VEH	5,175.00	1,168.33
	A3335184	A -33-3-5182-4-54750 -	STREET LIGHTING	1,075.24	116,708.62
	A3537114	A -35-3-7110-4-54140 -	JANITORIAL SUPP	686.24	3,869.47
	A3537114	A -35-3-7110-4-54180 -	OTHER SUPPLIES	224.37	2,689.02
	A3537114	A -35-3-7110-4-54610 -	REPAIRS & MAINT	732.25	1,766.71
	A3537114	A -35-3-7110-4-54720 -	SERVICE CONTRAC	195.00	14,234.02
	A3537214	A -35-3-7200-4-54610 -	REPAIRS & MAINT	1,112.51	3,456.54
	A3567144	A -35-6-7140-4-54110 -	OFFICE SUPPLIES	644.43	2,366.74
	A3567144	A -35-6-7140-4-54180 -3000	OTHER SUPPLIES	1,025.40	-463.94
	A3567144	A -35-6-7140-4-54410 -	PRINTING	1,400.00	250.00
	A3567144	A -35-6-7140-4-54520 -3000	GAS & OIL	924.06	5,872.06
	A3567144	A -35-6-7140-4-54671 -	PHONES & FAX	42.05	1,108.71
	A3567154	A -35-6-7150-4-54180 -	OTHER SUPPLIES	209.55	1,459.40
	A3567154	A -35-6-7150-4-54350 -	POOL	364.00	1,219.00
	A3567154	A -35-6-7150-4-54360 -	SPECIAL/FOOD	175.67	293.13
	A3567154	A -35-6-7150-4-54500 -	PROGRAMS & BUS	5,309.00	2,640.00
	A3567174	A -35-6-7171-4-54180 -3000	OTHER SUPPLIES	9.00	1,461.06
	A3567174	A -35-6-7171-4-54600 -	ADVERTISING	500.00	.00
	A3567174	A -35-6-7171-4-54610 -3000	REPAIRS & MAINT	13.28	8,689.99
	A3567174	A -35-6-7171-4-54720 -3000	SERVICE CONTRAC	225.00	4,855.30
	A3567184	A -35-6-7180-4-54510 -3000	REPAIRS & MAINT	46.20	628.52
	A3567184	A -35-6-7180-4-54610 -3000	REPAIRS & MAINT	6,552.87	8,305.48
	A3567194	A -35-6-7181-4-54110 -	OFFICE SUPPLIES	79.99	251.42
	A3567194	A -35-6-7181-4-54610 -	REPAIRS & MAINT	475.00	6,866.38
	A3567194	A -35-6-7181-4-54610 -3000	REPAIRS & MAINT	150.19	216.96



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 34  
apinvent

CLERK: u101 BATCH: 2717

ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
		A3567194 A	-35-6-7181-4-54720 -3000	SERVICE CONTRAC 264.00	1,959.25
		A3567324 A	-35-6-7320-4-54170 -	SPORTS SUPPLIES 150.00	9,050.00
		A3567344 A	-35-6-7340-4-54170 -	SPORTS SUPPLIES 150.00	5,182.10
		A3618684 A	-36-1-8687-4-54720 -8020	SERVICE CONTRAC 210.00	.00
		A3638144 A	-36-3-8140-4-54180 -	OTHER SUPPLIES 2,498.69	862.92
		A3638184 A	-36-3-8180-4-54521 -	TIPPING FEES 1,612.00	700.00
		A3638184 A	-36-3-8180-4-54670 -	PHONES 25.80	170.59
		A3638184 A	-36-3-8180-4-54700 -	TRANSPORTATION 465.00	4,260.00
		A3638184 A	-36-3-8180-4-54720 -	SERVICE CONTRAC 3,955.00	1,872.25
		A3638562 A	-36-3-8560-2-52300 -	MISCELLANEOUS E 1,077.96	3,480.04
		A3638564 A	-36-3-8560-4-54180 -	OTHER SUPPLIES 1,000.00	-855.91
		A3638564 A	-36-3-8560-4-54320 -	TOOLS 646.33	917.29
		A3638564 A	-36-3-8560-4-54520 -	GAS & OIL 405.74	2,594.27
		A3719044 A	-37-1-9045-4-54774 -	LIFE INSURANCE 72.00	272.00
		A3719068 A	-37-1-9060-8-58010 -	HOSPITALIZATION 24,536.02	81,356.06
		A3719068 A	-37-1-9060-8-58011 -	VISION INSURANC 389.44	2,182.46
		A3719068 A	-37-1-9060-8-58013 -	HRA ADMINISTRAT 65.45	264.97
		A3729044 A	-37-2-9045-4-54774 -	LIFE INSURANCE 44.00	136.00
		A3729068 A	-37-2-9060-8-58010 -	HOSPITALIZATION 19,943.81	55,719.80
		A3729068 A	-37-2-9060-8-58011 -	VISION INSURANC 243.40	812.96
		A3729068 A	-37-2-9060-8-58013 -	HRA ADMINISTRAT 11.90	84.02
		A3739044 A	-37-3-9045-4-54774 -	LIFE INSUARANCE 305.86	1,237.84
		A3739068 A	-37-3-9060-8-58010 -	HOSPITALIZATION 144,376.81	543,829.46
		A3739068 A	-37-3-9060-8-58011 -	VISION INSURANC 1,483.87	4,594.82
		A3739068 A	-37-3-9060-8-58013 -	HRA ADMINISTRAT 416.50	1,913.15
		A3749044 A	-37-4-9045-4-54774 -	LIFE INSURANCE 346.40	1,489.60
		A3749068 A	-37-4-9060-8-58010 -	HOSPITALIZATION 379,803.00	1,188,939.84
		A3749068 A	-37-4-9060-8-58011 -	VISION INSURANC 754.54	3,238.33
		A3749068 A	-37-4-9060-8-58013 -	HRA ADMINISTRAT 761.60	6,972.30
		A3749098 A	-37-4-9090-8-58015 -	FSA ADMINISTRAT 75.00	425.00
		A3759044 A	-37-5-9045-4-54774 -	LIFE INSURANCE 36.00	252.00
		A3759068 A	-37-5-9060-8-58010 -	HOSPITALIZATION 15,876.60	55,698.35
		A3759068 A	-37-5-9060-8-58011 -	VISION INSURANC 219.06	709.76
		A3759068 A	-37-5-9060-8-58013 -	HRA ADMINISTRAT 47.60	365.97
		A3769044 A	-37-6-9045-4-54774 -	LIFE INSURANCE 24.00	60.00
		A3769044 A	-37-6-9045-4-54774 -3000	LIFE INSURANCE 40.00	196.00
		A3769068 A	-37-6-9060-8-58010 -	HOSPITALIZATION 7,827.05	23,529.58
		A3769068 A	-37-6-9060-8-58010 -3000	HOSPITALIZATION 14,310.12	50,819.42
		A3769068 A	-37-6-9060-8-58011 -	VISION INSURANC 121.70	200.41
		A3769068 A	-37-6-9060-8-58011 -3000	VISION INSURANC 193.90	822.14
		A3769068 A	-37-6-9060-8-58013 -	HRA ADMINISTRAT 5.95	42.01
		E3577164 E	-35-7-7160-4-54110 -	OFFICE SUPPLIES 8.74	464.44
		E3577164 E	-35-7-7160-4-54140 -	JANITORIAL SUPP 2,188.42	12,730.96
		E3577164 E	-35-7-7160-4-54201 -	BUSINESS EXPENS 683.72	2,207.84
		E3577164 E	-35-7-7160-4-54330 -	REPAIRS & MAINT 220.53	1,996.59
		E3577164 E	-35-7-7160-4-54510 -	REPAIRS & MAINT 234.22	1,518.31
		E3577164 E	-35-7-7160-4-54520 -	GAS & OIL 54.79	456.64
		E3577164 E	-35-7-7160-4-54610 -	REPAIRS & MAINT 1,360.00	9,820.81
		E3577164 E	-35-7-7160-4-54720 -	SERVICE CONTRAC 4,023.64	13,274.83
		E3577164 E	-35-7-7160-4-54760 -	LEGAL 100.00	.00
		E3577168 E	-35-7-7160-8-58010 -	HOSPITALIZATION 1,166.71	52,959.70

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 35  
apinvent

CLERK: u101 BATCH: 2717

# ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
E3577184	E	-35-7-7182-4-54760 -	LEGAL	2,632.50	.00
F3638334	F	-36-3-8330-4-54110 -	OFFICE SUPPLIES	8.99	595.49
F3638334	F	-36-3-8330-4-54141 -	CHEMICALS	1,681.12	1,113.10
F3638334	F	-36-3-8330-4-54180 -	OTHER SUPPLIES	17.92	4,278.90
F3638334	F	-36-3-8330-4-54330 -	REPAIRS & MAINT	259.33	7,311.20
F3638334	F	-36-3-8330-4-54520 -	GAS & OIL	295.09	234.85
F3638334	F	-36-3-8330-4-54610 -	REPAIRS & MAINT	117.53	1,339.70
F3638344	F	-36-3-8340-4-54520 -	GAS & OIL	628.44	5,254.06
F3638354	F	-36-3-8341-4-54100 -	RUBBLE BLACKTOP	313.14	562.74
F3638354	F	-36-3-8341-4-54180 -	OTHER SUPPLIES	656.04	37.66
F3638354	F	-36-3-8341-4-54330 -	REPAIRS & MAINT	569.94	-77.76
F3638354	F	-36-3-8341-4-54520 -	GAS & OIL	185.30	14,176.98
F3739044	F	-37-3-9045-4-54774 -	LIFE INSURANCE	77.86	301.44
F3739068	F	-37-3-9060-8-58010 -	HOSPITALIZATION	31,584.98	102,987.82
F3739068	F	-37-3-9060-8-58011 -	VISION INSURANC	528.07	1,607.62
F3739068	F	-37-3-9060-8-58013 -	HRA ADMINISTRAT	41.65	204.46
G3638124	G	-36-3-8120-4-54180 -	OTHER SUPPLIES	1,268.22	3,175.79
G3638124	G	-36-3-8120-4-54331 -	REPAIRS & MAINT	1,037.50	23,262.04
G3638124	G	-36-3-8120-4-54520 -	GAS & OIL	452.76	4,857.87
G3739044	G	-37-3-9045-4-54774 -	LIFE INSURANCE	41.88	289.52
G3739068	G	-37-3-9060-8-58010 -	HOSPITALIZATION	15,514.11	75,540.05
G3739068	G	-37-3-9060-8-58011 -	VISION INSURANC	240.99	943.18
H3517142	H	-35-1-7140-2-52000 -1200	GEYSER ROAD TRA	207,536.08	1,406,463.92
H3537112	H	-35-3-7110-2-52000 -1165	CAPITAL PROJECT	1,400.00	283,640.11
H3638332	H	-36-3-8330-2-52000 -1167	CAPITAL PROJECT	10,311.40	16.83
Y3618689	Y	-36-1-8686-9-59089 -433	CONTRIBUTION TO	8,689.00	-36,692.00
REPORT TOTALS				1,337,430.83	

09/15/2017 10:34 | CITY OF SARATOGA SPRINGS LIVE  
u101 | 17SEP2

P 36  
apinvent

CLERK: u101

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3					
2017 9 137										
API E3577164-54720							SERVICE CONTRACTS - PROF SERV		60.00	
09/19/2017 W	17SEP2		004140		158704		1418			
API A3567144-54410							PRINTING		1,400.00	
09/19/2017 W	17SEP2		000070		158705		8/16/17			
API A3143314-54390							MAINTENANCE SUPPLIES		32.18	
09/19/2017 W	17SEP2		005400		158706		2581569			
API A3567194-54610							REPAIRS & MAINTENANCE BUILDING		475.00	
09/19/2017 W	17SEP2		000031		158707		271			
API A3335014-54180							OTHER SUPPLIES		25.68	
09/19/2017 W	17SEP2		000031		158708		271			
API E3577164-54140							JANITORIAL SUPPLIES		124.23	
09/19/2017 W	17SEP2		000031		158709		662			
API A3638144-54180							OTHER SUPPLIES		23.47	
09/19/2017 W	17SEP2		000031		158710		271			
API F3638354-54330							REPAIRS & MAINTENANCE EQUIPMEN		229.05	
09/19/2017 W	17SEP2		000031		158710		271			
API A3638144-54180							OTHER SUPPLIES		523.92	
09/19/2017 W	17SEP2		000031		158711		271			
API A3638144-54180							OTHER SUPPLIES			30.00
09/19/2017 W	17SEP2		000031		158711		271			
API F3638334-54610							REPAIRS & MAINTENANCE BUILDING		13.47	
09/19/2017 W	17SEP2		000031		158711		271			
API F3638334-54610							REPAIRS & MAINTENANCE BUILDING		54.92	
09/19/2017 W	17SEP2		000031		158711		271			
API A3143124-54180							OTHER SUPPLIES		161.78	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143124-54180							OTHER SUPPLIES		40.45	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143124-54180							OTHER SUPPLIES		242.68	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143314-54332							MATERIALS & REPAIRS TRAFFIC LT		34.81	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		6.42	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		53.05	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		17.99	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		165.01	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		9.99	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3143414-54200							HOUSE SUPPLIES		6.89	
09/19/2017 W	17SEP2		000031		158712		2288			
API A3567144-54180-3000							OTHER SUPPLIES	Y	614.24	
09/19/2017 W	17SEP2		000031		158713		271			
API A3567144-54180-3000							OTHER SUPPLIES	Y	29.55	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 37  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		09/19/2017	W 17SEP2	000031		158713	271			
API	A3567144-54180-3000						OTHER SUPPLIES	Y	11.98	
		09/19/2017	W 17SEP2	000031		158713	271			
API	A3567184-54610-3000						REPAIRS & MAINTENANCE BUILDING		206.70	
		09/19/2017	W 17SEP2	000031		158713	271			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		66.23	
		09/19/2017	W 17SEP2	000033		158714	FIRE			
API	A3143414-54330						REPAIRS & MAINTENANCE EQUIPMEN		194.97	
		09/19/2017	W 17SEP2	000033		158716	FIRE			
API	A3011478-58010						HOSPITALIZATION		1,818.42	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3719068-58010						HOSPITALIZATION		24,536.02	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3729068-58010						HOSPITALIZATION		19,943.81	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3739068-58010						HOSPITALIZATION		144,376.81	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3749068-58010						HOSPITALIZATION		379,803.00	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3759068-58010						HOSPITALIZATION		15,876.60	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3769068-58010						HOSPITALIZATION		7,827.05	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3769068-58010-3000						HOSPITALIZATION		14,310.12	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	E3577168-58010						HOSPITALIZATION		1,166.71	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	F3739068-58010						HOSPITALIZATION		31,584.98	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	G3739068-58010						HOSPITALIZATION		15,514.11	
		09/19/2017	W 17SEP2	006950		158717	81566			
API	A3021692-52230						HARDWARE		130.26	
		09/19/2017	W 17SEP2	000085		158718	549-357090			
API	A3021692-52230						HARDWARE		263.47	
		09/19/2017	W 17SEP2	000085		158719	050356			
API	E3577164-54610						REPAIRS & MAINTENANCE BUILDING		1,360.00	
		09/19/2017	W 17SEP2	006743		158720	9/1/17 TILE REPAIR			
API	A3143122-52206						WEAPONS		1,089.11	
		09/19/2017	W 17SEP2	005615	171489	158721	123425			
POL	A3143122-52206						WEAPONS	4		1,089.11
		09/19/2017	LIQ/INV	005615	171489	158721	123425	2017		
API	A3143124-54160						UNIFORMS		83.50	
		09/19/2017	W 17SEP2	004985	171514	158722	144968			
POL	A3143124-54160						UNIFORMS	4		83.50
		09/19/2017	LIQ/INV	004985	171514	158722	144968	2017		
API	E3577164-54201						BUSINESS EXPENSE/SALES		683.72	
		09/19/2017	W 17SEP2	007337		158723	8/28,8/31 10/13 REIMB			
API	A3031444-54725						SERVICE CONTRACTS ENGINEERING		542.50	
		09/19/2017	W 17SEP2	000113	171432	158724	539.039.001			

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 38  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	A3031444-54725	09/19/2017	LIQ/INV	000113	171432	158724	SERVICE CONTRACTS ENGINEERING 4 539.039.001 2017			542.50
API	A3143414-54150	09/19/2017	W 17SEP2	004542	171161	158725	EMS SUPPLIES 205698		961.21	
POL	A3143414-54150	09/19/2017	LIQ/INV	004542	171161	158725	EMS SUPPLIES 4 205698 2017			961.21
API	A3143124-54610	09/19/2017	W 17SEP2	007426	171191	158727	REPAIRS & MAINTENANCE BUILDING 9/5/17		82.00	
POL	A3143124-54610	09/19/2017	LIQ/INV	007426	171191	158727	REPAIRS & MAINTENANCE BUILDING 4 9/5/17 2017			82.00
API	A3567184-54610-3000	09/19/2017	W 17SEP2	007426		158728	REPAIRS & MAINTENANCE BUILDING 8/8/17		6,059.00	
API	A3021314-54720	09/19/2017	W 17SEP2	006815	171382	158729	SERVICE CONTRACTS - PROF SERV 773510.0		13,000.00	
POL	A3021314-54720	09/19/2017	LIQ/INV	006815	171382	158729	SERVICE CONTRACTS - PROF SERV 4 773510.0 2017			13,000.00
API	A3143624-54570	09/19/2017	W 17SEP2	006448		158730	TRAINING Y J. DONNELLY		310.00	
API	A3031634-54610	09/19/2017	W 17SEP2	000139		158732	REPAIRS & MAINTENANCE BUILDING 3691		53.58	
API	A3537114-54610	09/19/2017	W 17SEP2	000139		158732	REPAIRS & MAINTENANCE BUILDING 3691		31.62	
API	A3567174-54610-3000	09/19/2017	W 17SEP2	000139		158732	REPAIRS & MAINTENANCE BUILDING 3691		13.28	
API	F3638354-54330	09/19/2017	W 17SEP2	000139		158733	REPAIRS & MAINTENANCE EQUIPMEN Y 3691		340.89	
API	A3638184-54521	09/19/2017	W 17SEP2	000417	171007	158734	TIPPING FEES 28-34321 0		1,612.00	
API	A3638184-54700	09/19/2017	W 17SEP2	000417	171007	158734	TRANSPORTATION 28-34321 0		465.00	
POL	A3638184-54521	09/19/2017	LIQ/INV	000417	171007	158734	TIPPING FEES 4 28-34321 0 2017			1,612.00
POL	A3638184-54700	09/19/2017	LIQ/INV	000417	171007	158734	TRANSPORTATION 4 28-34321 0 2017			465.00
API	E3577164-54720	09/19/2017	W 17SEP2	000417		158736	SERVICE CONTRACTS - PROF SERV 28-25070 4		509.41	
API	A3143414-54771	09/19/2017	W 17SEP2	000136		158737	SERVICE CONTRACTS INS RECOVERY 9/1/17		62.42	
API	A3011212-52200	09/19/2017	W 17SEP2	002948		158738	OFFICE EQUIPMENT 6731216		229.89	
API	A3011212-52200	09/19/2017	W 17SEP2	002948		158738	OFFICE EQUIPMENT 6731216		39.09	
API	A3031444-54725	09/19/2017	W 17SEP2	000825	171359	158740	SERVICE CONTRACTS ENGINEERING 31704.02		486.25	
POL	A3031444-54725	09/19/2017	LIQ/INV	000825	171359	158740	SERVICE CONTRACTS ENGINEERING 4 31704.02 2017			486.25
API	A3031444-54725	09/19/2017	W 17SEP2	000825	171483	158741	SERVICE CONTRACTS ENGINEERING 31704.07		1,029.25	
POL	A3031444-54725						SERVICE CONTRACTS ENGINEERING 4			1,029.25

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 39  
apinvent

YEAR PER JNL	SRC ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
09/19/2017	LIQ/INV	000825	171483	158741			31704.07	2017		
API A3143644-54720							SERVICE CONTRACTS - PROF SERV		1,808.25	
09/19/2017 W 17SEP2		000825	171424	158742			0101731			
POL A3143644-54720							SERVICE CONTRACTS - PROF SERV	4		1,808.25
09/19/2017 LIQ/INV		000825	171424	158742			0101731	2017		
API A3143414-54570							TRAINING		3,500.00	
09/19/2017 W 17SEP2		004193	171140	158743			FF ALVORD			
POL A3143414-54570							TRAINING	4		3,500.00
09/19/2017 LIQ/INV		004193	171140	158743			FF ALVORD	2017		
API A3031634-54610							REPAIRS & MAINTENANCE BUILDING		351.30	
09/19/2017 W 17SEP2		001975		158744			CITYSARA			
API A3143014-54802							COMPLUS PARK TICKET COLL FEE		10,013.36	
09/19/2017 W 17SEP2		005027	171164	158745			SARTAOGASP			
POL A3143014-54802							COMPLUS PARK TICKET COLL FEE	4		10,013.36
09/19/2017 LIQ/INV		005027	171164	158745			SARTAOGASP	2017		
API A3143332-52300							MISCELLANEOUS EQUIPMENT		6,620.00	
09/19/2017 W 17SEP2		007651	171481	158746			7/31/17			
POL A3143332-52300							MISCELLANEOUS EQUIPMENT	4		6,620.00
09/19/2017 LIQ/INV		007651	171481	158746			7/31/17	2017		
API A3143314-54713							PAVEMENT MARKING MATERIALS		265.63	
09/19/2017 W 17SEP2		001155		158747			6910-18253451			
API H3638332-52000-1167							CAPITAL PROJECT OUTLAY		10,311.40	
09/19/2017 W 17SEP2		000152	171515	158748			ADDENDUM 2			
POL H3638332-52000-1167							CAPITAL PROJECT OUTLAY	4		10,311.40
09/19/2017 LIQ/INV		000152	171515	158748			ADDENDUM 2	2017		
API A3143124-54160							UNIFORMS		99.97	
09/19/2017 W 17SEP2		004871		158749			CLOTHING REIMB			
API A3051414-54110							OFFICE SUPPLIES		39.90	
09/19/2017 W 17SEP2		003203		158750			51284317			
API A3143014-54110							OFFICE SUPPLIES		15.96	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143014-54110							OFFICE SUPPLIES		11.97	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143124-54180							OTHER SUPPLIES		35.91	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143124-54180							OTHER SUPPLIES		55.86	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143314-54390							MAINTENANCE SUPPLIES		31.92	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143414-54200							HOUSE SUPPLIES		47.88	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143414-54200							HOUSE SUPPLIES		39.90	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143414-54200							HOUSE SUPPLIES		39.90	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143414-54200							HOUSE SUPPLIES		35.91	
09/19/2017 W 17SEP2		003203		158751			51284309			
API A3143414-54200							HOUSE SUPPLIES		43.89	
09/19/2017 W 17SEP2		003203		158751			51284309			

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 40  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	A3739068-58011	09/19/2017 W	17SEP2	000003		158752	VISION INSURANCE 268 DPW		1,163.40	
API	A3769068-58011-3000	09/19/2017 W	17SEP2	000003		158752	VISION INSURANCE 268 DPW		193.90	
API	F3739068-58011	09/19/2017 W	17SEP2	000003		158752	VISION INSURANCE 268 DPW		116.34	
API	G3739068-58011	09/19/2017 W	17SEP2	000003		158752	VISION INSURANCE 268 DPW		96.95	
API	A3011478-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		48.68	
API	A3719068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		389.44	
API	A3729068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		243.40	
API	A3739068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		320.47	
API	A3749068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		754.54	
API	A3759068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		219.06	
API	A3769068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		121.70	
API	F3739068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		411.73	
API	G3739068-58011	09/19/2017 W	17SEP2	000003		158753	VISION INSURANCE NB365 CITY HALL & ADMIN		144.04	
API	A3143314-54390	09/19/2017 W	17SEP2	002858		158754	MAINTENANCE SUPPLIES 9/30/17		87.29	
API	A3335184-54750	09/19/2017 W	17SEP2	002858		158755	STREET LIGHTING 9/30/17		218.40	
API	F3638354-54180	09/19/2017 W	17SEP2	002858		158755	OTHER SUPPLIES 9/30/17		88.44	
API	A3567184-54510-3000	09/19/2017 W	17SEP2	007264		158756	REPAIRS & MAINTENANCE VEHICLE 8/29/17		46.20	
API	A3567154-54500	09/19/2017 W	17SEP2	006379	171337	158757	PROGRAMS & BUS TRIPS CAMP SARADAC		200.00	
POL	A3567154-54500	09/19/2017 LIQ/INV		006379	171337	158757	PROGRAMS & BUS TRIPS CAMP SARADAC	4 2017		200.00
API	A3537114-54610	09/19/2017 W	17SEP2	000340		158758	REPAIRS & MAINTENANCE BUILDING 5287643		371.20	
API	G3638124-54180	09/19/2017 W	17SEP2	007054		158759	OTHER SUPPLIES 20101319		1,268.22	
API	A3638144-54180	09/19/2017 W	17SEP2	007054		158760	OTHER SUPPLIES 110170077758		1,294.98	
API	F3638334-54330	09/19/2017 W	17SEP2	003084		158761	REPAIRS & MAINTENANCE EQUIPMEN 57289		153.33	
API	A3335184-54750	09/19/2017 W	17SEP2	002843		158762	STREET LIGHTING NYSAR0160		142.57	
API	A3335184-54750						STREET LIGHTING		110.37	



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 41  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		09/19/2017 W	17SEP2	002843		158763	NYSAR0160			
API	F3638334-54330	09/19/2017 W	17SEP2	002843		158763	REPAIRS & MAINTENANCE EQUIPMEN		47.02	
		09/19/2017 W	17SEP2	002843		158763	NYSAR0160			
API	F3638334-54330	09/19/2017 W	17SEP2	002843		158763	REPAIRS & MAINTENANCE EQUIPMEN		9.06	
		09/19/2017 W	17SEP2	002843		158763	NYSAR0160			
API	A3143122-52205	09/19/2017 W	17SEP2	007643	171491	158764	BALLISTIC VESTS		803.00	
		09/19/2017 W	17SEP2	007643	171491	158764	8/25/17			
POL	A3143122-52205	09/19/2017 LIQ/INV		007643	171491	158764	BALLISTIC VESTS	4		803.00
		09/19/2017 LIQ/INV		007643	171491	158764	8/25/17	2017		
API	F3638354-54180	09/19/2017 W	17SEP2	005084	171308	158766	OTHER SUPPLIES		567.60	
		09/19/2017 W	17SEP2	005084	171308	158766	14480			
POL	F3638354-54180	09/19/2017 LIQ/INV		005084	171308	158766	OTHER SUPPLIES	4		567.60
		09/19/2017 LIQ/INV		005084	171308	158766	14480	2017		
API	A3021694-54740	09/19/2017 W	17SEP2	005574	171003	158767	SERVICE CONTRACTS - EQUIPMENT		3,024.24	
		09/19/2017 W	17SEP2	005574	171003	158767	B11184			
POL	A3021694-54740	09/19/2017 LIQ/INV		005574	171003	158767	SERVICE CONTRACTS - EQUIPMENT	4		3,024.24
		09/19/2017 LIQ/INV		005574	171003	158767	B11184	2017		
API	F3638334-54110	09/19/2017 W	17SEP2	000001		158768	OFFICE SUPPLIES		8.99	
		09/19/2017 W	17SEP2	000001		158768	DISTILLED WATER			
API	Y3618689-59089-433	09/19/2017 W	17SEP2	000001		158769	CONTRIBUTION TO CITY FOR ADMIN	Y	8,689.00	
		09/19/2017 W	17SEP2	000001		158769	MAY JUNE 2017			
API	A3143124-54160	09/19/2017 W	17SEP2	005340		158770	UNIFORMS		74.92	
		09/19/2017 W	17SEP2	005340		158770	CLOTHING REIMB			
API	A3143124-54160	09/19/2017 W	17SEP2	007577		158771	UNIFORMS		179.72	
		09/19/2017 W	17SEP2	007577		158771	5627			
API	E3577164-54720	09/19/2017 W	17SEP2	000197		158773	SERVICE CONTRACTS - PROF SERV		325.00	
		09/19/2017 W	17SEP2	000197		158773	AUG MOWING			
API	A3051414-54490	09/19/2017 W	17SEP2	000376		158774	GENERAL ADVERTISING		40.89	
		09/19/2017 W	17SEP2	000376		158774	90122			
API	A3143124-54510	09/19/2017 W	17SEP2	007119		158775	REPAIRS & MAINTENANCE VEHICLE		887.91	
		09/19/2017 W	17SEP2	007119		158775	F758			
API	A3031444-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		259.63	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	A3143414-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		629.90	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	A3335014-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		3,435.77	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	A3335124-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		221.35	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	A3567144-54520-3000	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		588.53	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	A3638564-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		14.21	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	E3577164-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		54.79	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	F3638334-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		295.09	
		09/19/2017 W	17SEP2	006207		158776	8097			
API	F3638344-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL		628.44	
		09/19/2017 W	17SEP2	006207		158776	8097			



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 42  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	G3638124-54520	09/19/2017 W	17SEP2	006207		158776	GAS & OIL 8097		452.76	
API	A063-42411	09/19/2017 W	17SEP2	007677		158777	RENTAL CASINO,CITY HALL, DRINK CASINO REFUND		500.00	
API	A3011424-54720	09/19/2017 W	17SEP2	007562	171276	158778	SERVICE CONTRACTS - PROF SERV AUGUST 2017		1,519.00	
POL	A3011424-54720	09/19/2017 LIQ/INV		007562	171276	158778	SERVICE CONTRACTS - PROF SERV 4 AUGUST 2017 2017			1,519.00
API	A3143314-54332	09/19/2017 W	17SEP2	000189		158779	MATERIALS & REPAIRS TRAFFIC LT 845177179		95.29	
API	A3143314-54961	09/19/2017 W	17SEP2	000189		158780	SIGNS & POSTS 845177179		131.07	
API	A3031624-54180	09/19/2017 W	17SEP2	000189		158781	OTHER SUPPLIES 800013294		160.00	
API	A3143314-54961	09/19/2017 W	17SEP2	000189		158782	SIGNS & POSTS 845177179		174.62	
API	A3537114-54610	09/19/2017 W	17SEP2	000189		158783	REPAIRS & MAINTENANCE BUILDING 800013294		29.20	
API	A3567184-54610-3000	09/19/2017 W	17SEP2	000189		158783	REPAIRS & MAINTENANCE BUILDING 800013294		287.17	
API	A3567194-54610-3000	09/19/2017 W	17SEP2	000189		158783	REPAIRS & MAINTENANCE BUILDING 800013294		107.27	
API	A3567194-54610-3000	09/19/2017 W	17SEP2	000189		158783	REPAIRS & MAINTENANCE BUILDING 800013294		42.92	
API	A3143312-52802	09/19/2017 W	17SEP2	000189	171543	158784	TOOLS & EQUIPMENT 845177179		1,866.86	
POL	A3143312-52802	09/19/2017 LIQ/INV		000189	171543	158784	TOOLS & EQUIPMENT 4 845177179 2017			1,866.86
API	A3567144-54180-3000	09/19/2017 W	17SEP2	000191		158785	OTHER SUPPLIES 48300	Y	291.71	
API	H3517142-52000-1200	09/19/2017 W	17SEP2	006210		158786	GEYSER ROAD TRAIL 0233121,0236179		196,736.08	
API	A3335014-54180	09/19/2017 W	17SEP2	003149		158787	OTHER SUPPLIES 549813		1,080.48	
API	A3113624-54250	09/19/2017 W	17SEP2	006448		158788	CONFERENCE REGISTRATION D. MILLER	Y	310.00	
API	A3143624-54220	09/19/2017 W	17SEP2	007616	171569	158789	TRAVEL HERKEL, VANDERZEE		546.00	
POL	A3143624-54220	09/19/2017 LIQ/INV		007616	171569	158789	TRAVEL 4 HERKEL, VANDERZEE 2017			546.00
API	A046-42001	09/19/2017 W	17SEP2	007674		158790	RECREATIONAL FEES SOCCER REFUND		25.00	
API	A3011474-54774	09/19/2017 W	17SEP2	000200		158791	LIFE INSURANCE 000040370001-6		8.00	
API	A3719044-54774	09/19/2017 W	17SEP2	000200		158791	LIFE INSURANCE 000040370001-6		72.00	
API	A3729044-54774	09/19/2017 W	17SEP2	000200		158791	LIFE INSURANCE 000040370001-6		44.00	
API	A3739044-54774						LIFE INSUARNC		305.86	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 43  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	F3739044-54774	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		77.86	
API	G3739044-54774	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		41.88	
API	A3749044-54774	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		346.40	
API	A3759044-54774	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		36.00	
API	A3769044-54774	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		24.00	
API	A3769044-54774-3000	09/19/2017 W	17SEP2	000200		158791	000040370001-6 LIFE INSURANCE		40.00	
API	A046-42001	09/19/2017 W	17SEP2	007673		158792	RECREATIONAL FEES SOCCER REFUND		50.00	
API	A3335014-54510	09/19/2017 W	17SEP2	006154		158793	REPAIRS & MAINTENANCE VEHICLE 167151		863.58	
API	A3335014-54184	09/19/2017 W	17SEP2	001148		158794	FLOWERS 871		67.98	
API	A3567154-54180	09/19/2017 W	17SEP2	006462		158795	OTHER SUPPLIES 8/23/17 REIMB		209.55	
API	A3143124-54510	09/19/2017 W	17SEP2	002747		158796	REPAIRS & MAINTENANCE VEHICLE CS 8/30/17		490.00	
API	E3577164-54720	09/19/2017 W	17SEP2	002736		158797	SERVICE CONTRACTS - PROF SERV 16071		574.68	
API	E3577164-54140	09/19/2017 W	17SEP2	004089	171541	158799	JANITORIAL SUPPLIES 32538		400.00	
POL	E3577164-54140	09/19/2017 LIQ/INV	004089	171541	158799		JANITORIAL SUPPLIES 32538	4 2017		400.00
API	A3143324-54160	09/19/2017 W	17SEP2	007460		158800	UNIFORMS CLOTHING REIMB		100.71	
API	A3537114-54610	09/19/2017 W	17SEP2	000270		158801	REPAIRS & MAINTENANCE BUILDING 0252532		105.50	
API	A3537214-54610	09/19/2017 W	17SEP2	000270		158801	REPAIRS & MAINTENANCE BUILDING 0252532		38.50	
API	G3638124-54331	09/19/2017 W	17SEP2	000270	171250	158802	REPAIRS & MAINTENANCE PUMPS 0019118		1,037.50	
POL	G3638124-54331	09/19/2017 LIQ/INV	000270	171250	158802		REPAIRS & MAINTENANCE PUMPS 0019118	4 2017		1,037.50
API	A3143124-54520	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		8.14	
API	A3143414-54520	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		1,110.33	
API	A3335014-54520	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		2,688.83	
API	A3567144-54520-3000	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		335.53	
API	A3638564-54520	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		391.53	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 44  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	F3638354-54520	09/19/2017 W	17SEP2	001733		158803	GAS & OIL 7003317		185.30	
API	A3618684-54720-8020	09/19/2017 W	17SEP2	004204		158804	SERVICE CONTRACTS - PROF SERV 9/5/17		210.00	
API	A3335014-54510	09/19/2017 W	17SEP2	000386		158805	REPAIRS & MAINTENANCE VEHICLE 6017550		807.45	
API	A3335124-54510	09/19/2017 W	17SEP2	000386	171501	158806	REPAIRS & MAINTENANCE VEHICLE 6017550		2,024.89	
POL	A3335124-54510	09/19/2017 LIQ/INV		000386	171501	158806	REPAIRS & MAINTENANCE VEHICLE 4 6017550 2017			2,179.85
API	A3567324-54170	09/19/2017 W	17SEP2	000288		158807	SPORTS SUPPLIES 21453952		150.00	
API	A3567344-54170	09/19/2017 W	17SEP2	000288		158807	SPORTS SUPPLIES 21453952		150.00	
API	A3335134-54530	09/19/2017 W	17SEP2	006991	171449	158808	EQUIPMENT & VEHICLE RENTAL 7/17/17		5,175.00	
POL	A3335134-54530	09/19/2017 LIQ/INV		006991	171449	158808	EQUIPMENT & VEHICLE RENTAL 4 7/17/17 2017			5,175.00
API	A3638564-54180	09/19/2017 W	17SEP2	007663		158809	OTHER SUPPLIES 8842838355	Y	1,000.00	
API	E3577164-54720	09/19/2017 W	17SEP2	006512		158810	SERVICE CONTRACTS - PROF SERV SS14		65.78	
API	A3143124-54180	09/19/2017 W	17SEP2	000320		158811	OTHER SUPPLIES 204012		204.74	
API	A3143314-54961	09/19/2017 W	17SEP2	000309		158812	SIGNS & POSTS SAR050		289.73	
API	A3143314-54332	09/19/2017 W	17SEP2	000656	171471	158813	MATERIALS & REPAIRS TRAFFIC LT 8/28/17		1,152.00	
POL	A3143314-54332	09/19/2017 LIQ/INV		000656	171471	158813	MATERIALS & REPAIRS TRAFFIC LT 4 8/28/17 2017			1,152.00
API	A3335014-54330	09/19/2017 W	17SEP2	000691		158814	REPAIRS & MAINTENANCE EQUIPMEN 101251		565.56	
API	A3021694-54720	09/19/2017 W	17SEP2	007306	160911	158815	SERVICE CONTRACTS - PROF SERV 8/28/17		3,039.18	
POL	A3021694-54720	09/19/2017 LIQ/INV		007306	160911	158815	SERVICE CONTRACTS - PROF SERV 4 8/28/17 2016			3,039.18
API	A3143124-54720	09/19/2017 W	17SEP2	000019	171167	158817	SERVICE CONTRACTS - PROF SERV 2106771		75.00	
API	A3143414-54720	09/19/2017 W	17SEP2	000019	171167	158817	SERVICE CONTRACTS - PROF SERV 2106771		120.00	
POL	A3143124-54720	09/19/2017 LIQ/INV		000019	171167	158817	SERVICE CONTRACTS - PROF SERV 4 2106771 2017			75.00
POL	A3143414-54720	09/19/2017 LIQ/INV		000019	171167	158817	SERVICE CONTRACTS - PROF SERV 4 2106771 2017			120.00
API	A3031634-54610	09/19/2017 W	17SEP2	000019		158819	REPAIRS & MAINTENANCE BUILDING 31485520		1,100.00	
API	A3537214-54610	09/19/2017 W	17SEP2	005918		158820	REPAIRS & MAINTENANCE BUILDING C15284		1,074.01	
API	A3335014-54180						OTHER SUPPLIES		338.00	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 45  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		09/19/2017 W	17SEP2	000327		158821	19018			
API	A3335014-54100	09/19/2017 W	17SEP2	000327	171309	158822	RUBBLE BLACKTOP STONE OIL		412.44	
POL	A3335014-54100	09/19/2017 LIQ/INV		000327	171309	158822	19018	4		412.44
API	A3537114-54180	09/19/2017 W	17SEP2	000327		158823	RUBBLE BLACKTOP STONE OIL	2017	186.71	
API	F3638354-54100	09/19/2017 W	17SEP2	000327		158823	OTHER SUPPLIES		313.14	
API	A3335014-54100	09/19/2017 W	17SEP2	000327		158824	19018		598.43	
POL	A3335014-54100	09/19/2017 W	17SEP2	000327	171309	158824	RUBBLE BLACKTOP STONE OIL	4		598.43
API	A3335014-54100	09/19/2017 LIQ/INV		000327	171309	158824	19018	2017	673.64	
POL	A3335014-54100	09/19/2017 W	17SEP2	000327	171309	158825	RUBBLE BLACKTOP STONE OIL	4		673.64
API	A3335014-54100	09/19/2017 W	17SEP2	000327	171309	158825	19018	2017	103.17	
API	A3031654-54708	09/19/2017 W	17SEP2	003602		158829	SERVICE CONTRACTS - PROF SERV		330.00	
API	A3143124-54740	09/19/2017 W	17SEP2	005334		158830	8/1-9/1/17		665.00	
POL	A3143124-54740	09/19/2017 W	17SEP2	006294	171215	158831	LAB TESTING			
API	A3567154-54360	09/19/2017 W	17SEP2	006294	171215	158831	S00420		665.00	
API	A3567154-54360	09/19/2017 W	17SEP2	000331		158832	SERVICE CONTRACTS - EQUIPMENT	4		665.00
API	A3011434-54720	09/19/2017 W	17SEP2	000331		158833	SARAT,SP	2017	16.17	
POL	A3011434-54720	09/19/2017 W	17SEP2	007625	171395	158834	SERVICE CONTRACTS - EQUIPMENT	4		3,765.00
API	H3537112-52000-1165	09/19/2017 W	17SEP2	007625	171395	158834	SARAT,SP	2017	159.50	
API	A3143014-54110	09/19/2017 W	17SEP2	000223		158836	SPECIAL/FOOD		3,765.00	
API	A3143124-54740	09/19/2017 W	17SEP2	000223		158839	AR002039		1,400.00	
API	A3143124-54740	09/19/2017 W	17SEP2	000223		158841	SPECIAL/FOOD		15.11	
API	A3143124-54740	09/19/2017 W	17SEP2	000223		158842	AR002039		50.27	
API	E3577164-54140	09/19/2017 W	17SEP2	000409	171547	158843	SERVICE CONTRACTS - PROF SERV	4		82.75
POL	E3577164-54140	09/19/2017 W	17SEP2	000409	171547	158843	9/6/17	2017	119.16	
API	E3577164-54140	09/19/2017 W	17SEP2	000409		158844	SERVICE CONTRACTS - PROF SERV	4		1,485.40
		09/19/2017 W	17SEP2	000409		158844	9/6/17		1,485.40	
		09/19/2017 W	17SEP2	000409		158844	CAPITAL PROJECT OUTLAY		178.79	
		09/19/2017 W	17SEP2	000409		158844	9/4/17			
		09/19/2017 W	17SEP2	000409		158844	OFFICE SUPPLIES			
		09/19/2017 W	17SEP2	000409		158844	4659857			
		09/19/2017 W	17SEP2	000409		158844	SERVICE CONTRACTS - EQUIPMENT			
		09/19/2017 W	17SEP2	000409		158844	4659857			
		09/19/2017 W	17SEP2	000409		158844	SERVICE CONTRACTS - EQUIPMENT			
		09/19/2017 W	17SEP2	000409		158844	4659857			
		09/19/2017 W	17SEP2	000409		158844	SERVICE CONTRACTS - EQUIPMENT			
		09/19/2017 W	17SEP2	000409		158844	323252-1023244A3			
		09/19/2017 W	17SEP2	000409		158844	JANITORIAL SUPPLIES			
		09/19/2017 W	17SEP2	000409		158844	8/28/17			
		09/19/2017 W	17SEP2	000409		158844	JANITORIAL SUPPLIES	4		1,485.40
		09/19/2017 W	17SEP2	000409		158844	8/28/17	2017		
		09/19/2017 W	17SEP2	000409		158844	JANITORIAL SUPPLIES		178.79	
		09/19/2017 W	17SEP2	000409		158844	72712			

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 46  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API	F3638334-54180	09/19/2017 W	17SEP2	001857		158845	OTHER SUPPLIES 1036		17.92	
API	E3577164-54510	09/19/2017 W	17SEP2	002299		158846	REPAIRS & MAINTENANCE VEHICLE 8/29/17		234.22	
API	A3113514-54720	09/19/2017 W	17SEP2	000363		158847	SERVICE CONTRACTS - PROF SERV 2016 SHELTER SERVICES		2,915.00	
API	A3537114-54180	09/19/2017 W	17SEP2	000371		158848	OTHER SUPPLIES 4343		28.36	
API	F3638334-54330	09/19/2017 W	17SEP2	000371		158848	REPAIRS & MAINTENANCE EQUIPMEN 4343		23.75	
API	A3143124-54510	09/19/2017 W	17SEP2	000371		158849	REPAIRS & MAINTENANCE VEHICLE 4349		20.99	
API	A3143124-54510	09/19/2017 W	17SEP2	000371		158849	REPAIRS & MAINTENANCE VEHICLE 4349		10.59	
API	A3143314-54390	09/19/2017 W	17SEP2	000371		158849	MAINTENANCE SUPPLIES 4349		20.99	
API	F3638334-54330	09/19/2017 W	17SEP2	000371		158850	REPAIRS & MAINTENANCE EQUIPMEN 4345		26.17	
API	F3638334-54610	09/19/2017 W	17SEP2	000371		158850	REPAIRS & MAINTENANCE BUILDING 4345		20.98	
API	F3638334-54610	09/19/2017 W	17SEP2	000371		158850	REPAIRS & MAINTENANCE BUILDING 4345		28.16	
API	A3567154-54350	09/19/2017 W	17SEP2	001003	171333	158851	POOL CAMP SARADAC		364.00	
POL	A3567154-54350	09/19/2017 LIQ/INV	001003	171333	158851		POOL CAMP SARADAC	4 2017		988.00
API	A3051414-54490	09/19/2017 W	17SEP2	000374		158852	GENERAL ADVERTISING 19397		95.84	
API	A3567174-54600	09/19/2017 W	17SEP2	000374		158853	ADVERTISING 18387		500.00	
API	A3031624-54720	09/19/2017 W	17SEP2	002787		158854	SERVICE CONTRACTS - PROF SERV 5000032110		441.00	
API	A3031644-54720	09/19/2017 W	17SEP2	002787		158854	SERVICE CONTRACTS - PROF SERV 5000032110		441.00	
API	A3031654-54330	09/19/2017 W	17SEP2	003430		158855	REPAIRS & MAINTENANCE EQUIPMEN S4480395.001		32.52	
API	A3567144-54180-3000	09/19/2017 W	17SEP2	003430		158855	OTHER SUPPLIES S4480395.001	Y	77.92	
API	A3011214-54230	09/19/2017 W	17SEP2	000405	171032	158856	DUES 9/6/17		950.00	
POL	A3011214-54230	09/19/2017 LIQ/INV	000405	171032	158856		DUES 9/6/17	4 2017		950.00
API	A093-42690	09/19/2017 W	17SEP2	000184		158857	WORKMAN'S COMPENSATION REIMBUR R. FULLER		102.00	
API	A3638564-54320	09/19/2017 W	17SEP2	006261		158858	TOOLS 384273		646.33	
API	A3638562-52300	09/19/2017 W	17SEP2	006261		158859	MISCELLANEOUS EQUIPMENT 381617		1,077.96	
API	A3143122-52620						POLICE EQUIPMENT		2,957.31	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 47  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		09/19/2017	W 17SEP2	005277	171540	158861	1075974			
POL	A3143122-52620						POLICE EQUIPMENT	4		2,957.31
		09/19/2017	LIQ/INV	005277	171540	158861	1075974	2017		
API	A3143122-52620						POLICE EQUIPMENT		5,856.12	
		09/19/2017	W 17SEP2	005277	171540	158862	1075974			
POL	A3143122-52620						POLICE EQUIPMENT	4		5,856.12
		09/19/2017	LIQ/INV	005277	171540	158862	1075974	2017		
API	A3031634-54610						REPAIRS & MAINTENANCE BUILDING		180.00	
		09/19/2017	W 17SEP2	001184		158863	CASINO			
API	A3031654-54140						JANITORIAL SUPPLIES		30.25	
		09/19/2017	W 17SEP2	000407		158864	9/1/17			
API	A3537114-54140						JANITORIAL SUPPLIES		686.24	
		09/19/2017	W 17SEP2	000407		158865	8/9/17			
API	E3577164-54110						OFFICE SUPPLIES		8.74	
		09/19/2017	W 17SEP2	002237		158866	RCH1016990			
API	A3051414-54110						OFFICE SUPPLIES		49.80	
		09/19/2017	W 17SEP2	002237		158867	RCH1016990			
API	A3143124-54110						OFFICE SUPPLIES		140.52	
		09/19/2017	W 17SEP2	002237		158868	3350453817			
API	A3143014-54110						OFFICE SUPPLIES		177.42	
		09/19/2017	W 17SEP2	002237		158868	3350453817			
API	A3143414-54150						EMS SUPPLIES		624.09	
		09/19/2017	W 17SEP2	000502		158869	8000761			
API	F3638334-54141						CHEMICALS		760.00	
		09/19/2017	W 17SEP2	000393	171412	158870	226278			
POL	F3638334-54141						CHEMICALS	4		760.00
		09/19/2017	LIQ/INV	000393	171412	158870	226278	2017		
API	F3638334-54141						CHEMICALS		921.12	
		09/19/2017	W 17SEP2	000393	171412	158871	226629			
POL	F3638334-54141						CHEMICALS	4		921.12
		09/19/2017	LIQ/INV	000393	171412	158871	226629	2017		
API	A3021694-54740						SERVICE CONTRACTS - EQUIPMENT		5,438.46	
		09/19/2017	W 17SEP2	005560		158872	COS003			
API	A3031654-54330						REPAIRS & MAINTENANCE EQUIPMEN		131.95	
		09/19/2017	W 17SEP2	000424		158873	02631			
API	E3577164-54330						REPAIRS & MAINTENANCE EQUIPMEN		220.53	
		09/19/2017	W 17SEP2	000433		158874	8/21/17			
API	A3567154-54500						PROGRAMS & BUS TRIPS		4,535.00	
		09/19/2017	W 17SEP2	001269	171300	158875	1639			
API	A3567154-54500						PROGRAMS & BUS TRIPS	Y	574.00	
		09/19/2017	W 17SEP2	001269		158875	1639			
POL	A3567154-54500						PROGRAMS & BUS TRIPS	4		4,535.00
		09/19/2017	LIQ/INV	001269	171300	158875	1639	2017		
API	E3577184-54760						LEGAL		2,632.50	
		09/19/2017	W 17SEP2	001560	171035	158876	10235			
POL	E3577184-54760						LEGAL	4		2,632.50
		09/19/2017	LIQ/INV	001560	171035	158876	10235	2017		
API	E3577164-54760						LEGAL		100.00	
		09/19/2017	W 17SEP2	006594	171024	158877	8/31/17			

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 48  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	E3577164-54760	09/19/2017	LIQ/INV	006594	171024	158877	LEGAL 8/31/17	4 2017		100.00
API	A3143314-54332	09/19/2017	W 17SEP2	004157		158878	MATERIALS & REPAIRS TRAFFIC LT 8/25/17		64.10	
API	A3143124-54720	09/19/2017	W 17SEP2	006543		158879	SERVICE CONTRACTS - PROF SERV 9/6/17		1,800.00	
API	A3011934-54775	09/19/2017	W 17SEP2	003723		158880	SELF INSURANCE 9874G9083	Y	7,543.74	
API	A3011474-54775	09/19/2017	W 17SEP2	003723		158880	SELF INSURANCE 9874G9083	Y	557.50	
API	A3031934-54775	09/19/2017	W 17SEP2	003723		158880	SELF INSURANCE 9874G9083		74.00	
API	A3041934-54775	09/19/2017	W 17SEP2	003723		158880	SELF INSURANCE 9874G9083	Y	105.00	
API	A3143124-54720	09/19/2017	W 17SEP2	007350	171217	158881	SERVICE CONTRACTS - PROF SERV 0000036454		1,189.02	
POL	A3143124-54720	09/19/2017	LIQ/INV	007350	171217	158881	SERVICE CONTRACTS - PROF SERV 0000036454	4 2017		1,189.02
API	A3021314-54720	09/19/2017	W 17SEP2	004146		158882	SERVICE CONTRACTS - PROF SERV 2953		700.00	
API	E3577164-54720	09/19/2017	W 17SEP2	007272	171023	158883	SERVICE CONTRACTS - PROF SERV 36656		2,488.77	
POL	E3577164-54720	09/19/2017	LIQ/INV	007272	171023	158883	SERVICE CONTRACTS - PROF SERV 36656	4 2017		2,488.77
API	H3517142-52000-1200	09/19/2017	W 17SEP2	007681		158884	GEYSER ROAD TRAIL GEYSER RD LAND		10,800.00	
API	A046-42001	09/19/2017	W 17SEP2	007656		158885	RECREATIONAL FEES SOCCER REFUND		75.00	
API	A3143124-54160	09/19/2017	W 17SEP2	003096		158886	UNIFORMS CLOTHING REIMB		144.97	
API	A3638184-54670	09/19/2017	W 17SEP2	001927		158887	PHONES 5185843948429245		25.80	
API	A3567144-54671	09/19/2017	W 17SEP2	001927		158888	PHONES & FAX 5185842462445249		42.05	
API	A3143014-54110	09/19/2017	W 17SEP2	003346		158889	OFFICE SUPPLIES C1067550		20.99	
API	A3567144-54110	09/19/2017	W 17SEP2	003346		158890	OFFICE SUPPLIES C1067550		95.47	
API	A3567144-54110	09/19/2017	W 17SEP2	003346		158891	OFFICE SUPPLIES C1067550		209.06	
API	A3567144-54110	09/19/2017	W 17SEP2	003346		158892	OFFICE SUPPLIES C1067550		339.90	
API	A3567194-54110	09/19/2017	W 17SEP2	003346		158892	OFFICE SUPPLIES C1067550		79.99	
API	A3638184-54720	09/19/2017	W 17SEP2	007388	171201	158893	SERVICE CONTRACTS - PROF SERV CSS012		3,955.00	
POL	A3638184-54720	09/19/2017	LIQ/INV	007388	171201	158893	SERVICE CONTRACTS - PROF SERV CSS012	4 2017		3,955.00
API	A3143124-54979						HORSE CARE		600.00	



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 49  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	A3143124-54979	09/19/2017	W 17SEP2	007275	171158	158894	AUG 2017			
API	A046-42051	09/19/2017	LIQ/INV	007275	171158	158894	HORSE CARE	4		600.00
API	A3143314-54332	09/19/2017	W 17SEP2	007672		158895	AUG 2017	2017		
API	A3031644-54612	09/19/2017	W 17SEP2	001973		158896	REC PROG CLINIC FEES		105.00	
API	A3335184-54750	09/19/2017	W 17SEP2	001973		158897	SOFTBALL REFUND			
API	A3335184-54750	09/19/2017	W 17SEP2	001973		158897	MATERIALS & REPAIRS TRAFFIC LT		37.00	
API	A3537114-54180	09/19/2017	W 17SEP2	001973		158897	19114			
API	A3537114-54610	09/19/2017	W 17SEP2	001973		158897	REPAIRS & MAINTENANCE		19.00	
API	A3537114-54610	09/19/2017	W 17SEP2	001973		158897	13696			
API	A3567174-54180-3000	09/19/2017	W 17SEP2	001973		158897	STREET LIGHTING		584.60	
API	A-2663	09/19/2017	W 17SEP2	000017		158898	13696			
API	A-2664	09/19/2017	W 17SEP2	000017		158898	STREET LIGHTING		19.30	
API	A3719068-58013	09/19/2017	W 17SEP2	006205		158899	OTHER SUPPLIES		9.30	
API	A3729068-58013	09/19/2017	W 17SEP2	006205		158899	13696			
API	A3739068-58013	09/19/2017	W 17SEP2	006205		158899	REPAIRS & MAINTENANCE BUILDING		59.95	
API	F3739068-58013	09/19/2017	W 17SEP2	006205		158899	13696			
API	A3749068-58013	09/19/2017	W 17SEP2	006205		158899	REPAIRS & MAINTENANCE BUILDING		134.78	
API	A3759068-58013	09/19/2017	W 17SEP2	006205		158899	13696			
API	A3769068-58013	09/19/2017	W 17SEP2	006205		158899	OTHER SUPPLIES		9.00	
API	A3749098-58015	09/19/2017	W 17SEP2	006205		158899	13696			
API	A3143124-54720	09/19/2017	W 17SEP2	003256		158900	DUE TO SCHOOL 15-16		73,730.59	
API	A3143124-54970	09/19/2017	W 17SEP2	007276	171510	158901	SCHL TAX			
API	A3143124-54970	09/19/2017	LIQ/INV	007276	171510	158901	2016-2017 DUE TO SCHOOL		180,690.73	
API	A3143124-54970	09/19/2017	W 17SEP2	007276	171473	158902	SCHL TAX			
							HRA ADMINISTRATIVE FEE		65.45	
							8/31/17			
							HRA ADMINISTRATIVE FEE		11.90	
							8/31/17			
							HRA ADMINISTRATIVE FEE		416.50	
							8/31/17			
							HRA ADMINISTRATIVE FEE		41.65	
							8/31/17			
							HRA ADMINISTRATIVE FEE		761.60	
							8/31/17			
							HRA ADMINISTRATIVE FEE		47.60	
							8/31/17			
							HRA ADMINISTRATIVE FEE		5.95	
							8/31/17			
							FSA ADMINISTRATIVE FEE		75.00	
							8/31/17			
							SERVICE CONTRACTS - PROF SERV		29.70	
							1290931			
							K-9 CARE		1,074.00	
							4543			
							K-9 CARE	4		1,074.00
							4543	2017		
							K-9 CARE		16,004.00	
							4492			



09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 50  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
POL	A3143124-54970	09/19/2017	LIQ/INV	007276	171473	158902	K-9 CARE 4492	4 2017		16,030.00
API	A3143124-54160	09/19/2017 W 17SEP2		006284		158903	UNIFORMS CLOTHING REIMB		212.26	
API	A3143124-54160	09/19/2017 W 17SEP2		007577		158904	UNIFORMS 5627		157.49	
API	A3143124-54160	09/19/2017 W 17SEP2		000198	171321	158905	UNIFORMS 1001581618		175.97	
POL	A3143124-54160	09/19/2017	LIQ/INV	000198	171321	158905	UNIFORMS 1001581618	4 2017		175.97
API	A3051414-54590	09/19/2017 W 17SEP2		000190	171292	158907	ZONING BOOKS SA0110		713.61	
POL	A3051414-54590	09/19/2017	LIQ/INV	000190	171292	158907	ZONING BOOKS SA0110	4 2017		713.61
API	A3031624-54720	09/19/2017 W 17SEP2		000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534		285.00	
API	A3031654-54610	09/19/2017 W 17SEP2		000019	171222	158910	REPAIRS & MAINTENANCE BUILDING 30830534		120.00	
API	A3537114-54720	09/19/2017 W 17SEP2		000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534		195.00	
API	A3567174-54720-3000	09/19/2017 W 17SEP2		000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534		225.00	
API	A3567194-54720-3000	09/19/2017 W 17SEP2		000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534		264.00	
POL	A3031624-54720	09/19/2017	LIQ/INV	000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534	4 2017		285.00
POL	A3031654-54610	09/19/2017	LIQ/INV	000019	171222	158910	REPAIRS & MAINTENANCE BUILDING 30830534	4 2017		120.00
POL	A3537114-54720	09/19/2017	LIQ/INV	000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534	4 2017		195.00
POL	A3567174-54720-3000	09/19/2017	LIQ/INV	000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534	4 2017		225.00
POL	A3567194-54720-3000	09/19/2017	LIQ/INV	000019	171222	158910	SERVICE CONTRACTS - PROF SERV 30830534	4 2017		264.00
API	A3638144-54180	09/19/2017 W 17SEP2		000327		158911	OTHER SUPPLIES DPW		686.32	
GENERAL LEDGER TOTAL									1,337,460.83	30.00
API	A-2600	09/19/2017 W 17SEP2		B 2717			ACCOUNTS PAYABLE			1,041,300.22
API	E-2600	09/19/2017 W 17SEP2		B 2717			ACCOUNTS PAYABLE			12,673.27
API	F-2600	09/19/2017 W 17SEP2		B 2717			ACCOUNTS PAYABLE			36,965.40
API	G-2600	09/19/2017 W 17SEP2		B 2717			ACCOUNTS PAYABLE			18,555.46
API	H-2600						ACCOUNTS PAYABLE			219,247.48

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 51  
apinvent

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
API Y-2600	09/19/2017 W 17SEP2	B 2717					ACCOUNTS PAYABLE		8,689.00	
POL A-1521	09/19/2017 W 17SEP2	B 2717					ENCUMBRANCES		107,220.10	
POL E-1521	09/19/2017 W 17SEP2	B 2717					ENCUMBRANCES		7,106.67	
POL F-1521	09/19/2017 W 17SEP2	B 2717					ENCUMBRANCES		2,248.72	
POL G-1521	09/19/2017 W 17SEP2	B 2717					ENCUMBRANCES		1,037.50	
POL H-1521	09/19/2017 W 17SEP2	B 2717					ENCUMBRANCES		10,311.40	
POL A-2963	09/19/2017 W 17SEP2	B 2717					BUDGETARY FUND BALANCE RES ENC	107,220.10		
POL E-2963	09/19/2017 W 17SEP2	B 2717					BUDGETARY FUND BALANCE RES ENC	7,106.67		
POL F-2963	09/19/2017 W 17SEP2	B 2717					BUDGETARY FUND BALANCE RES ENC	2,248.72		
POL G-2963	09/19/2017 W 17SEP2	B 2717					BUDGETARY FUND BALANCE RES ENC	1,037.50		
POL H-2963	09/19/2017 W 17SEP2	B 2717					BUDGETARY FUND BALANCE RES ENC	10,311.40		
SYSTEM GENERATED ENTRIES TOTAL									127,924.39	1,465,355.22
JOURNAL 2017/09/137 TOTAL									1,465,385.22	1,465,385.22
2017 9 137										
API A-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		786,021.90	
API E-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		12,673.27	
API F-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		36,965.40	
API G-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		18,555.46	
API H-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		219,247.48	
API Y-1522	09/19/2017 W 17SEP2	B 2717					EXPENDITURES		8,689.00	
API A-2980	09/19/2017 W 17SEP2	B 2717					REVENUES		857.00	

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 52  
apinvent

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	9	137	09/19/2017			
	A-1521					ENCUMBRANCES		107,220.10
	A-1522					EXPENDITURES	786,021.90	
	A-2600					ACCOUNTS PAYABLE		1,041,300.22
	A-2663					DUE TO SCHOOL 15-16	73,730.59	
	A-2664					2016-2017 DUE TO SCHOOL	180,690.73	
	A-2963					BUDGETARY FUND BALANCE RES ENC	107,220.10	
	A-2980					REVENUES	857.00	
						FUND TOTAL	1,148,520.32	1,148,520.32
E	CITY CENTER AUTHORITY	2017	9	137	09/19/2017			
	E-1521					ENCUMBRANCES		7,106.67
	E-1522					EXPENDITURES	12,673.27	
	E-2600					ACCOUNTS PAYABLE		12,673.27
	E-2963					BUDGETARY FUND BALANCE RES ENC	7,106.67	
						FUND TOTAL	19,779.94	19,779.94
F	WATER FUND	2017	9	137	09/19/2017			
	F-1521					ENCUMBRANCES		2,248.72
	F-1522					EXPENDITURES	36,965.40	
	F-2600					ACCOUNTS PAYABLE		36,965.40
	F-2963					BUDGETARY FUND BALANCE RES ENC	2,248.72	
						FUND TOTAL	39,214.12	39,214.12
G	SEWER FUND	2017	9	137	09/19/2017			
	G-1521					ENCUMBRANCES		1,037.50
	G-1522					EXPENDITURES	18,555.46	
	G-2600					ACCOUNTS PAYABLE		18,555.46
	G-2963					BUDGETARY FUND BALANCE RES ENC	1,037.50	
						FUND TOTAL	19,592.96	19,592.96
H	CAPITAL PROJECTS FUND	2017	9	137	09/19/2017			
	H-1521					ENCUMBRANCES		10,311.40
	H-1522					EXPENDITURES	219,247.48	
	H-2600					ACCOUNTS PAYABLE		219,247.48
	H-2963					BUDGETARY FUND BALANCE RES ENC	10,311.40	
						FUND TOTAL	229,558.88	229,558.88
Y	COMMUNITY DEVELOPMENT FUND	2017	9	137	09/19/2017			
	Y-1522					EXPENDITURES	8,689.00	
	Y-2600					ACCOUNTS PAYABLE		8,689.00
						FUND TOTAL	8,689.00	8,689.00

09/15/2017 10:34  
u101

CITY OF SARATOGA SPRINGS LIVE  
17SEP2

P 53  
apinvent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
-----------------	----------	-----	----------	---------------------	-------	--------

---

\*\* END OF REPORT - Generated by Stefanie Richards \*\*



Advantage Press, Inc.  
74 Warren Street  
Saratoga Springs, NY 12866  
(518)5833000  
www.advpres.com

**BILL TO**

City of Saratoga Springs  
Accounts Payable  
474 Broadway  
Saratoga Springs, NY 12866

**INVOICE 41297**

**DATE** 09/07/2017 **TERMS** Due on receipt

**DUE DATE** 09/07/2017

**PURCHASE ORDER**  
MAYOR'S OFFICE

ACTIVITY	QTY	RATE	AMOUNT
200 9/11 Remembrance Ceremony Programs	1	175.00	175.00
DONATION	1	-175.00	-175.00

PAID

**TOTAL DUE \$0.00**

**CREDIT CARD AUTHORIZAZATION (COMPANY NAME)** \_\_\_\_\_

1. **SINGLE** authorization (for invoice(s) listed below) or
2. **BLANKET** authorization. Will remain in effect until written notification is received from the Customer or Advantage Press, of agreement termination. **ALL** future invoices will automatically be charged to the account listed below and a copy of the charge receipt will be mailed to you.



\_\_\_\_ MasterCard



\_\_\_\_ Visa



\_\_\_\_ American Express



\_\_\_\_ Discover

Card # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Amount to be charged: \$ \_\_\_\_\_

CSC # \_\_\_\_\_ (code on back of card) Zip Code \_\_\_\_\_

Invoice Nbr(s) \_\_\_\_\_ Card Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

**Request for Certification of Sufficient Funds**

**Submittal Date: 9/13/2017**

**The Department of Mayor – Planning and Economic Development requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.**

---

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

**Vendor:** Department of Environmental Conservation; Contract Number: # DEC01-C00363GG-3350000

**Project:** Saratoga Greenbelt Trail Downtown Connector

**City Council Approval:**

- RESOLUTION AUTHORIZING THE CITY OF SARATOGA SPRINGS TO SEEK FUNDING THROUGH THE NEW YORK STATE CONSOLIDATED FUNDING APPLICATION FOR CLIMATE SMART COMMUNITIES CATEGORY 1: CLIMATE PROTECTION IMPLEMENTATION PROJECTS/CLEAN TRANSPORTATION – 7/19/2016
- Budget Amendment Request - 7/5/2017

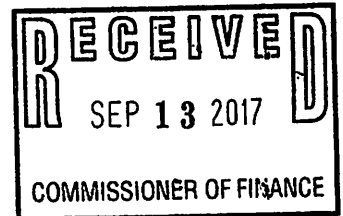
**Appropriation – Current Budget Expense Org/Object/Proj(s):** H3517142-52000-1252

**Amount Requested for Approval:** \$ 2,268,666.00 ✓

**Current Amount Available:** <sup>PS 45</sup> \$ 3,800,292.00 ✓

**Transfer/Amendment Pending:** \$

**Transfer/Amendment Date:** 7/5/2017



\_\_\_\_\_  
**Department Head Signature** *M. Kelly* *9/13/17* **Date**

---

**Certification of Sufficient Funds**

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

\_\_\_\_\_  
**Commissioner of Finance** *Michael Clark Madigan* *9/13/17* **Approval Date**

**CITY OF SARATOGA SPRINGS  
BUDGET AMENDMENT REQUEST**

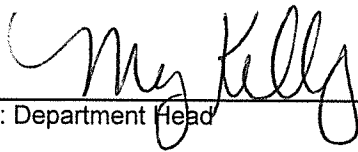
DEPARTMENT OF Capital - Mayor

FOR THE CITY COUNCIL MEETING

7/5/17

REVENUE ORG/OBJECT	AMOUNT	EXPENDITURE ORG/OBJECT	AMOUNT
<b>INCREASE</b>		<b>INCREASE</b>	
H101-42705-1252	\$151,095.00	H3517142-52000-1252	\$3,800,292.00
H121-44913-1252	\$2,665,959.00		
H131-45710-1252	\$833,238.00		
H141-45033-1252	\$150,000.00		
<b>TOTALS</b>	<u><u>\$3,800,292.00</u></u>		<u><u>\$3,800,292.00</u></u>

Approval Signature: Department Head



Date



*In accordance with section 4.4.10 of the City Charter and the City's budget amendment policy, all amendments shall be accompanied by written justification, including the financing source.  
Please provide explanation on this form, or if necessary attach a separate sheet.*

**Explanation - Use additional sheets if necessary**

AMEND THE CAPITAL BUDGET TO INCLUDE THE SARATOGA GREENBELT TRAIL DOWNTOWN CONNECTOR PROJECT.

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>Department of Environmental Conservation</p> <p>625 Broadway Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01</p> <p>CONTRACT NUMBER: DEC01-C00363GG-3350000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>SARATOGA SPRINGS CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Saratoga Springs</p>	<p>PROJECT NAME:</p> <p>Saratoga Springs Downtown Connector</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002359</p> <p>Federal Tax ID Number: 146002423</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>PO BOX 328 SARATOGA SPRINGS, NY 12866</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DEC01-C00363GG-3350000



**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 03/08/2017                      To: 03/07/2022</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 03/08/2017                      To: 03/07/2022</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT:              \$1,134,333.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input checked="checked" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other </p>
---	--

*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: #    DEC01-C00363GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: ☒ A-1 Program Specific Terms and Conditions  
☐ A-2 Federally Funded Grants

Attachment B: ☒ B-1 Expenditure Based Budget  
☐ B-2 Performance Based Budget  
☐ B-3 Capital Budget  
☐ B-4 Net Deficit Budget  
☐ B-1 (A) Expenditure Based Budget (Amendment)  
☐ B-2 (A) Performance Based Budget (Amendment)  
☐ B-3 (A) Capital Budget (Amendment)  
☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # DEC01-C00363GG-3350000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.	
<p>In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.</p> <p>CONTRACTOR: <u>SARATOGA SPRINGS CITY OF</u></p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.</p> <p>STATE AGENCY:</p> <p><u>Department of Environmental Conservation</u></p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>By: _____</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

---

<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DEC01-C00363GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

---

<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.



## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### ***3. Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

---

<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

---

<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.



2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;



2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

---

<sup>9</sup> Not applicable to not-for-profit entities.

## **ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS**

### **Standard Clauses for All New York State Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

#### **A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**I. Postponement, suspension, abandonment or termination by the Department:** Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

#### **II. Conflict of Interest**

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) **Remedies** - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

### **III. Dispute Resolution**

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Lois New, Director, Office of Climate Change  
New York State Department of Environmental Conservation  
625 Broadway, 9th Floor, Albany, New York 12233-1030  
(518) 402-8448

The designated appeal individual to review decisions is:

Jon Binder, Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway, 14th Floor, Albany, New York 12233  
(518)402-9188

The Chair of the Contract Review Committee is:

Department of Environmental Conservation  
Nancy W. Lussier, Chair  
Contract Review Committee  
625 Broadway  
Albany, NY 12233-5010  
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
  - (2) Adopt the decision of the DAI; or
  - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing,

within twenty days of receipt of the Department's determination.

- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

#### **IV. Tax Exemption**

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

#### **V. Litigation Support**

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

#### **VI. Inventions or Discoveries**

Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

#### **VII. Intellectual Property and Copyright Materials**

The Department has title to and the right to determine the disposition of any copyrights, or copyrightable materials, first produced or created in the performance of this work. The Department may grant to the Contractor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

#### **VIII. Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:
  - (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
  - (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
  - (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:
  - (1) procure for the Department the right to continue using the same item or parts thereof;
  - (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
  - (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
  - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the



Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
  - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
  - (2) alterations of the items by the Department;
  - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
  - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
  - (5) use of items in a manner for which the same were neither designed nor contemplated; or
  - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

#### **IX. Freedom of Information Requests**

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

#### **X. Article 15-Requirements**

##### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **(a) General Provisions**

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women

("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

**(b) Contract Goals**

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

**(c) Equal Employment Opportunity (EEO)**

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
  - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
  - (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
  - (iv) The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  - (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  - (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**(d) MWBE Utilization Plan**

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**(e) Waivers**

- (1) For Waiver Requests Contractor should use Waiver Request Form.

- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
  - (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- (f) Quarterly MWBE Contractor Compliance Report**  
Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- (g) Liquidated Damages - MWBE Participation**
- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
  - (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
    - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
    - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  - (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.
- (h) Forms**  
Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

## **XI. Iran Divestment Act Requirements**

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **XII. Americans With Disabilities Act**

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

**XIII. Public Access to Facilities**

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

**XIV. Project Insurance Considerations**

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

**XV. Amendment/Extensions**

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

**XVI. Environmental Protection Fund Acknowledgement**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**XVII. Vendor Responsibility**

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**XVIII. Permits**

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

- B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

**XIX. Approvals**

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

**XX. Site Access**

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

**XXI. Cost Overruns**

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

**XXII. Construction Plans**

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

**XXIII. Payment and Reporting**

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

**XXIV. On-Site Inspections**

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

**XXV. Prohibition on Purchase of Tropical Hardwoods**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

## **B) Program Specific Terms and Conditions – New York State Climate Smart Communities Grant Program**

### **I. Local Share Requirements**

For all Climate Smart Communities Projects, including Climate Protection Implementation Projects and Climate Smart Communities Certification Projects, the Department share will not exceed fifty percent (50%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifty percent (50%) of required eligible share with eligible costs not paid with state grant funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).

### **II. Construction**

- (a) The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.
- (b) The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or after May 1, 2016, upon approval of the Contract the Contractor shall notify the Department in writing within thirty (30) calendar days as to the status of any construction.
- (c) The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.
- (d) The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.
- (e) The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records and other information pertinent to the Project.
- (f) The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

### **III. Engineering Certification/As-built Plans**

Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

- (a) A certification stating that the Project has been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- (b) The certified “as built” plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- (c) The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

### **IV. Useful Life of Project**

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs,



replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

## **V. Notifications**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is identified below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Office of Climate Change  
New York State Department of Environmental Conservation  
625 Broadway – 9<sup>th</sup> Floor  
Albany, New York, 12233-1030  
Tel. No.: (518) 402-8448

A copy of all legal notices shall be sent to:

General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14<sup>th</sup> Floor  
Albany, New York, 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract submitted by the Contractor. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

## **VI. Eligible Costs**

Only those eligible project related costs incurred on or after May 2, 2016 will be eligible for reimbursement of grant funding.

## **VII. Climate Smart Communities Program Requirements**

- (a) If the Contractor is not already a registered Climate Smart Community, the Contractor shall take the Climate Smart Communities Pledge within the term of this Contract.
- (b) For climate mitigation projects, including the Clean Transportation and/or Reduction and Recycling of Food Waste categories, the Contractor shall provide a report of estimates of emissions reduction as required by the Department.
- (c) For certification actions funded in the Climate Smart Communities Certification Project category, the Contractor shall adhere to the requirements and standards described in the Climate Smart Communities Certification Manual. The Climate Smart Communities Certification Manual is available on the Office of Climate Change web site at <http://www.dec.ny.gov/energy/96511.html>.
- (d) If the Contractor develops, improves, restores or rehabilitates real property that is not owned by the Contractor as part of the work of this Contract, the Contractor shall obtain a climate change mitigation easement from the owner of the real property. Climate change mitigation easements shall be enforced as conservation easements are enforced in ECL section 49-0305.

## **VIII. Lead Applicant Self-Certification**

For projects that involve more than one municipality or partner, the lead applicant must certification that an agreement or a signed commitment exists between the Lead Applicant and each participating partner stating the participating partner's commitment and willingness to deliver each output attributed to them in the contract work plan.

## **IX. Project Insurance Considerations**

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed



to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, 625 Broadway Albany, New York 12233-1030 shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b><u>FORM #</u></b>	<b><u>FORM TITLE</u></b>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b><u>FORM #</u></b>	<b><u>FORM TITLE</u></b>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway, Albany, NY 12233-1030 as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:  
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET*****SUMMARY***PROJECT NAME: Saratoga Springs Downtown ConnectorCONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OFCONTRACT PERIOD: From: 03/08/2017  
To: 03/07/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$16,570.00	\$16,570.00	100 %	\$0.00	\$33,140.00
b) Fringe	\$10,680.00	\$10,680.00	100 %	\$0.00	\$21,360.00
Subtotal	\$27,250.00	\$27,250.00	100 %	\$0.00	\$54,500.00
2. Non Personal Services					
a) Contractual Services	\$1,107,083.00	\$1,107,083.00	100 %	\$0.00	\$2,214,166.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$1,107,083.00	\$1,107,083.00	100 %	\$0.00	\$2,214,166.00
TOTAL	\$1,134,333.00	\$1,134,333.00	100 %	\$0.00	\$2,268,666.00

Contract Number: # DEC01-C00363GG-3350000

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

***PERSONAL SERVICES DETAIL***

<b>SALARY</b>					
<b>POSITION TITLE</b>	<b>ANNUALIZED SALARY PER POSITION</b>	<b>STANDARD WORK WEEK (HOURS)</b>	<b>PERCENT OF EFFORT FUNDED</b>	<b>NUMBER OF MONTHS FUNDED</b>	<b>TOTAL</b>
Park,Open Space,Historic Preservation	\$44,261.00	40	18.72	24	\$33,140.00
Subtotal					\$33,140.00
<b>TOTAL FRINGE</b>					
					\$21,360.00
PERSONAL SERVICES TOTAL					\$54,500.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***NON-PERSONAL SERVICES DETAIL***

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Engineering and Design - TBD	\$90,899.00
Construction Administration/Construction Inspection - TBD	\$181,747.00
Construction - TBD	\$1,941,520.00
TOTAL	\$2,214,166.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***NON-PERSONAL SERVICES DETAIL***

TRAVEL - TYPE/DESCRIPTION	TOTAL
No Travel Budgeted. Local Project.	\$0.00
TOTAL	\$0.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
No equipment budgeted.	\$0.00
TOTAL	\$0.00



OTHER - TYPE/DESCRIPTION		TOTAL
Blank		\$0.00
TOTAL		\$0.00

## ATTACHMENT C - WORK PLAN

### *SUMMARY*

PROJECT NAME: Saratoga Springs Downtown Connector

CONTRACTOR SFS PAYEE NAME: SARATOGA SPRINGS CITY OF

CONTRACT PERIOD: From: 03/08/2017  
To: 03/07/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Saratoga Greenbelt Trail Downtown Connector incorporates the integration of bicyclist, pedestrian, and transit improvements within a primary urban corridor connecting downtown with a rapidly developing new neighborhood and destinations within the City. The project evolved from the City's Complete Streets planning efforts. The 1.66 mile multi-use trail will begin at Lake Avenue, extends along High Rock and Excelsior Avenues and, ultimately, connects to the recent NYSDOT-funded bicycle-pedestrian bridge improvements at the I-87 Exit 15 exchange. When complete, the overall Saratoga Greenbelt Trail is estimated to offer \$2.7 million per year in transportation, public health, environmental and tourism potential. With the initial design complete, the project will consist of preliminary and final engineering and construction - including the construction of sidewalks, multi-use trails, a roundabout/unsignalized one-way circular intersection, benches, and new street trees. In addition, the project will address landscape and stormwater improvements resulting from project construction. The project will be constructed primarily within public ROW; along frontage of the Mill site permission is secured for access, trail construction and maintenance.

The project supports the City and Capital District Transportation Authority (CDTA) efforts in increasing ridership on the Route 50 line and the successfully incorporation a regional bike share program in Saratoga Springs. CDTA chose Saratoga Springs as one of four communities in the Capital Region to host a bike share program starting in the summer of 2017. In addition, the project will promote the implementation of the City's adopted Complete Streets Policy, adopted Saratoga Greenbelt Trail plan, implement our Climate Smart Community Pledge by reducing GHG emissions and promoting green infrastructure, and leverage private investment through partnerships with landowners and developers in this corridor.

The City has actively been working to revitalize what was a downtown very much in decline and expand to a year-round destination attractive to businesses that can offer family-sustaining employment opportunities. The project will enhance the City's economic competitiveness by bringing additional vibrancy, quality of life, tourism, tax base and support for local businesses. Integrating the project when the corridor is experiencing a high level of growth makes the project uniquely primed to bring continued opportunity to current and future residents and strengthen downtown economic development.

This is an opportune time to integrate essential infrastructure upgrades as rapid growth continues. Downtown continues to deal with vehicular congestion and parking issues, especially in peak tourist season where the City's population almost triples (from 28,000 to 90,000). The Excelsior Ave corridor is being built out in a compact, concentrated density with reduced parking requirements to further the intensity and mixed use goals that the City calls out for in its Comprehensive Plan.

At the eastern end, a newly constructed bicycle/pedestrian path and crossing over the I-87 Exit 15 Bridge provides for a connection to the Town of Wilton. The trail provides an array of well integrated transportation choices reducing overall VMT & GHG, integrates street trees reducing storm water runoff, improves frontage along a Superfund site, & supports the City's economic development.

## ATTACHMENT C - WORK PLAN

### DETAIL

#### Objective

- 1 Identify Internal Project Team

#### Tasks

- 1 Organize an internal project team - The City of Saratoga Springs will organize an internal project team with representation from: Planning and Economic Development Office, City Attorney's office, and the Department of Public Works. Assign City project manager to oversee project, consultants and contractors. The Project Team will assign the Project Manager.

#### Performance Measures

- 1 Organize an internal project team - Provide a list of members on the Project Team, their affiliation, and contact information to the DEC.

#### Tasks

- 2 Select engineering firm - Project team shall select an engineering firm (consultant) to provide preliminary and final design services, ROW acquisition services, and construction support and inspection services. Consultant will work with Project Team to create a detailed scope of services and engineering cost. Consultant will be responsible for monitoring and reporting all project-appropriate metrics to fulfill grant obligations to the Department of Environmental Conservation (DEC) and the Department and the Department of Transportation (DOT).

#### Performance Measures

- 1 Select consultant - Consultant will be selected utilizing NYSDOT's Procedures for Locally Administered Federal Aid Projects Procurement and Administration Policy.
- 2 Provide documentation to DEC - After the consultant is selected, the City will supply a copy of the contract and copy of intent to hire letter to the DEC.

## ATTACHMENT C - WORK PLAN

### DETAIL

Objective	
2	Preliminary Design/Engineering
Tasks	
1	Complete data collection - Complete data collection including but not be limited to: Design Survey, Determination of Existing Conditions, Accident Data and Analysis, Traffic Counts, Capacity Analysis, New York's State Historic Preservation Office (SHPO) Analysis, and Future Plans for Roadway and Coordination with Other Projects.  <u>Performance Measures</u>  1 Complete preliminary data collection - Complete preliminary data collection. 2 Copies of preliminary designs and associated work provided to the DEC - Provide copies of the preliminary designs and associated work to the DEC.
Tasks	
2	Complete ROW incidentals - Complete ROW incidentals including physical inspection of proposed acquisitions, title searching, certification of property interests & appraisal/appraisal review activities. If property easements are necessary, develop, execute and file w/ appropriate County clerk's office a climate change mitigation easement ensuring: 1. Property shall be accessible to municipality for any necessary work to achieve funded purpose thruout the anticipated life of project; 2. Property shall provide the identified public benefit thruout the anticipated life of the project; 3. Property shall be used to achieve climate protection & mitigation goals pursuant to ECL Article 54 Title 15 "Climate Smart Community Projects" thruout the anticipated life of project; 4. Property owner shall provide information & data to the municipality, or will provide access to municipality for collection of data, as specified in grant contract; 5. Minimum 10 yr term for the easement to adequately reflect the expected useful life of project.  <u>Performance Measures</u>  1 Obtain ROW - Based on final engineering, City shall obtain any necessary ROW obtained. 2 Develop, execute and file a Climate Change Mitigation Easement. - If engineering determines that ROW are necessary, the City of Saratoga Springs will develop, execute and file a Climate Change Mitigation Easement. 3 Summary report of ROW activities and easements - The City of Saratoga Springs will provide a summary report of any ROW activities and required easements to the DEC.
Tasks	
3	Completion of Environmental Impact - Completion of Environmental Impacts including: National Environmental Policy Act (NEPA) and NY State Environmental Quality Review Act (SEQRA)  <u>Performance Measures</u>  1 Obtain NEPA and SEQR - Obtain NEPA and SEQR. 2 Summary report of NEPA and SEQRA provided to DEC. - Provide summary report of NEPA and SEQRA findings to the DEC.

## ATTACHMENT C - WORK PLAN

### *DETAIL*

Tasks	
-------	--

- |   |   |
|---|---|
| 4 | Public Outreach - Inform the public on project process and gather feedback. Advisory agencies, local officials, and citizens will be invited to attend. |
|---|---|

Performance Measures

- |   |   |
|---|---|
| 1 | Host one (1) Public Meeting - The City of Saratoga Springs will host one (1) Public Meeting held to kick off project that include visual aids and present a technical discussion of the alternatives. |
| 2 | Public Hearing - The City of Saratoga Springs will hold one (1) Public Hearing.   |
| 3 | Summary report of public outreach - The City of Saratoga Springs will provide to the DEC a summary of public meeting(s) and hearing as well as copies of all public meeting materials.                |

## ATTACHMENT C - WORK PLAN

### DETAIL

Objective	
3	Final Design/Engineering
Tasks	
1	<p>Creation of Final Design/Engineering Plans - The City of Saratoga Springs will complete the development of construction plans, design, identify any ROW needs, development and design for any effected public utility, coordination plan for Niagara Mohawk Power Superfund Site – EPA ID #NYD980664361, maintenance and protection of traffic during construction, and preparation and submission of final plans, specifications, and estimate (PS&amp;E) for the project.</p> <p><u>Performance Measures</u></p> <p>1 Complete Advance Detail Plans (ADP) - The City of Saratoga Springs will develop the approved design alternative to the ADP. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.</p> <p>2 Complete contract documents. - The City of Saratoga Springs will prepare a complete package of bid-ready contract documents. The package will include: Instructions to bidders; bid documents; contract language, including applicable federal provisions and prevailing wage rates; special notes; specifications; plans; a list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.); and any other pertinent information.</p> <p>3 Complete Cost Estimates - The City of Saratoga Springs will develop, provide, and maintain the construction cost estimate for the project.</p> <p>4 Utility company coordination - The City of Saratoga Springs will host meeting(s) with Utility company to coordinate the timely relocation of utility poles and appurtenances.</p> <p>5 Summary report - The City of Saratoga Springs will provide a summary report of ADP, contract documents, cost estimates, and utility meetings provided to DEC.</p>
Tasks	
2	<p>Public Involvement and Outreach - The City of Saratoga Springs will inform the public on project process and gather feedback. Advisory agencies, local officials, and citizens will be invited to attend.</p> <p><u>Performance Measures</u></p> <p>1 Complete Two (2) Public Hearings - The City of Saratoga Springs will complete two (2) public hearings to inform the public of the final design and engineering plans.</p> <p>2 Provide a summary of public meetings and hearings to DEC - The City of Saratoga Springs will provide a summary of public meetings and hearings and copies of all public meeting materials provided to the DEC.</p>
Tasks	
3	<p>Bid Advertising, Bid Opening and Award - The City of Saratoga Springs and their Consultant will prepare the advertisement for bids to be placed in the NYS Contract Reporter and the Saratogian or other local newspaper or publication identified by the City of Saratoga Springs (City).</p>

## ATTACHMENT C - WORK PLAN

### *DETAIL*

#### Performance Measures

- 1 Complete final bid documents, plans, specifications, and estimates - The City of Saratoga Springs will complete final bid documents, plans, specifications, and estimates (PS&E) for the Project; as well as complete evaluations and recommendations for bid awards.
- 2 Place the advertisements - The City of Saratoga Springs will place the advertisements in the NYS Contract Reporter and local newspaper such as the Saratogian.
- 3 Provide summary of final bid documents and estimates to DEC - The City of Saratoga Springs will provide a summary of final bid documents and estimates as well as advertisements to the DEC.



## ATTACHMENT C - WORK PLAN

### DETAIL

Objective	
4	Construction Support and Inspection
Tasks	
1	<p>Construction Support - The City of Saratoga Springs will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans. In response to unanticipated and/or varying field conditions or changes in construction procedures, conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets. In addition, the City shall provide office staff to assist the inspectors as needed to address any construction related issues.</p> <p><u>Performance Measures</u></p> <p>1 Complete design response - The City of Saratoga Springs shall complete design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.</p> <p>2 Complete on-site field reconnaissance - The City of Saratoga Springs shall complete on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.</p> <p>3 Summary of design response, on-site reconnaissance, and inspection report provided to the DEC - The City of Saratoga Springs, in response to unanticipated and/or varying field conditions or changes in construction procedures, shall provide a summary of the design response, on-site reconnaissance, and inspection report(s) to the DEC.</p>
Tasks	
2	<p>Monitor the Contractor's &amp; the Subcontractor's Performance - The City of Saratoga Springs shall monitor the Contractor's &amp; the Subcontractor's performance of the contract for general conformance w/the project plans &amp; specs &amp; identify in a timely manner the local conditions, construction methods &amp; other observations.</p> <p><u>Performance Measures</u></p> <p>1 Provide a summary on contractor's and Subcontractor's performance - The City of Saratoga Springs shall provide in monthly progress report to the DEC a summary on contractor's and Subcontractor's performance.</p>
Tasks	
3	<p>Construction Inspection - The City of Saratoga Springs shall take measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly &amp; final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.</p> <p><u>Performance Measures</u></p> <p>1 Complete record keeping and payments to contractor. - The City of Saratoga Springs shall complete and document all necessary record keeping and payments to contractor.</p> <p>2 Provide summary of record keeping and payments - The City of Saratoga Springs shall provide summary of record keeping (inspection reports,</p>

## ATTACHMENT C - WORK PLAN

### DETAIL

estimates, survey notes, etc.) and payments to contractor on project to the DEC

#### Tasks

- 4 Monitor the Contractor's & Subcontractor's work zone traffic control - The City of Saratoga Springs shall monitor the Contractor's & Subcontractor's work zone traffic control is initially established in accordance with the contract plans. Thereafter it is the sole responsibility of Contractor and its subcontractor(s) to monitor and ensure that the appropriate work zone traffic control measures are properly performed and maintained continuously for the duration of the project

#### Performance Measures

- 1 Complete initial Health & Safety/Work Zone Traffic Control. - The City of Saratoga Springs shall complete initial Health & Safety/Work Zone Traffic Control.
- 2 Provide summary of Health & Safety/Work Zone Traffic Control work to the DEC. - The City of Saratoga Springs shall provide summary of Health & Safety/Work Zone Traffic Control work to the DEC.

#### Tasks

- 5 Monitoring Equal Opportunity/Labor Requirements - The City of Saratoga Springs shall collect documentation from the Contractor demonstrating the Contractor's adherence to MWBE, DBE, and any other DEC EEO and Labor requirements.

#### Performance Measures

- 1 Monitor Equal Opportunity/Labor Requirements - The City of Saratoga Springs shall monitor adherence to the DEC's MWBE, DBE, and any other EEO and Labor requirement(s).
- 2 Submit Equal Opportunity/Labor Reporting to DEC - The City of Saratoga Springs shall submit Quarterly Reports detailing payments made by the Prime Contractor to NYS Certified M/WBEs to the DEC.

## ATTACHMENT C - WORK PLAN

### DETAIL

#### Objective

- 5 Install Environmental Protection Fund (EPF) acknowledgement sign

#### Tasks

- 1 Review EPF sign template provided by DEC project manager - The City of Saratoga Springs shall review the EPF sign template provided by DEC project manager.

##### Performance Measures

- 1 Sign template reviewed - The City of Saratoga Springs shall review the Environmental Protection Fund (EPF) acknowledgement sign template.
- 2 Provide image of draft EPF sign to the DEC for approval - The City of Saratoga Springs shall provide an image of draft EPF sign to the DEC for approval.

#### Tasks

- 2 Order and install EPF acknowledgement sign - The City of Saratoga Springs shall order EPF sign based on approved sign template as instructed by DEC project manager. The EPF sign shall be installed on project site and the City will submit photograph of the installed sign to the DEC project manager.

##### Performance Measures

- 1 Complete EPF sign fabrication and installation on project site. - The City of Saratoga Springs shall complete EPF sign fabrication and installation on project site.
- 2 Submit photograph of installed sign to DEC project manager - The City of Saratoga Springs shall submit photograph(s) of installed sign to DEC project manager.

## ATTACHMENT C - WORK PLAN

### DETAIL

Objective	
6	Construction Phase
Tasks	
1	<p>Construction of multi-use path on High Rock Ave. - The City of Saratoga Springs shall complete construction of a multi-use path running parallel to High Rock Ave. between Lake Ave. to Warren Street. Based on final engineering, construction will include either widen the existing sidewalk or replacing the sidewalk with a 10' shared use path on one side of the road. In addition, the City shall add pedestrian and bicycle amenities, such as street trees, benches and bike racks. The project will incorporate any necessary crosswalks and intersection markings.</p> <p><u>Performance Measures</u></p> <p>1 Construct High Rock Avenue multi-use path - The City of Saratoga Springs shall construct a multi-use path running parallel to High Rock Avenue.</p> <p>2 Document construction - The City of Saratoga Springs shall take photographs of site before construction, during construction, and after completion. This documentation shall be provided to the DEC.</p>
Tasks	
2	<p>Construction of multi-use path along Excelsior Avenue from Warren to East Ave. - The City of Saratoga Springs shall complete construction of a multi-use path along Excelsior Ave. from Warren Street to East Avenue. Final design will be based on the outcome of final engineering. The desired outcome is for the creation of a 10' shared use path. The City of Saratoga Springs shall add pedestrian/bike amenities, such as street trees, benches and bike racks. In addition, the project will incorporate any necessary crosswalks and intersection markings. Alternatives could be to provide a sidewalk and two-way cycle track located adjacent to the north curb.</p> <p><u>Performance Measures</u></p> <p>1 Construct multi-use path from Excelsior Avenue from Warren to East Avenue - The City of Saratoga Springs shall complete construction of a multi-use trail or design alternative from Excelsior Avenue from Warren to East Avenue.</p> <p>2 Provide documentation to DEC - The City of Saratoga Springs shall take photographs of site before construction, during construction, and after completion. This documentation shall be provided to the DEC.</p>
Tasks	
3	<p>Construction of sidewalks and bike lanes along Excelsior Ave. - The City of Saratoga Springs shall complete construction of sidewalks and bike lanes along Excelsior Ave. from East Ave. to Marion Ave.. The final design will be based on the outcome of final engineering. The desired outcome is for the creation of a 5' sidewalk along Excelsior in areas where one does not currently exist, addition of bike lanes on either side of the street along the curb. In addition, the City shall add pedestrian and bicycle amenities, such as street trees, benches and bike racks. The project will incorporate any necessary crosswalks and intersection markings.</p> <p><u>Performance Measures</u></p> <p>1 Construct Excelsior Ave. between East Ave. to Marion Ave. sidewalks and bike lanes - The City of Saratoga Springs shall construct along Excelsior</p>

## ATTACHMENT C - WORK PLAN

### DETAIL

Ave. between East Ave. to Marion Ave. sidewalks and bike lanes.

- 2 Document construction - The City of Saratoga Springs shall take photographs of site before construction, during construction, and after completion. This documentation shall be provided to the DEC.

#### Tasks

- 4 Construction of multi-use path along Excelsior at Veterans Way - The City of Saratoga Springs shall complete the construction of a multi-use path along Excelsior beginning at Veterans Way and ending at the terminus of the DOT Route 87 Exit 15 pedestrian and bicycle path. Based on final engineering, the City shall construct a 10' shared use path. In addition, the City shall incorporate pedestrian/bike amenities, such as street trees, benches and bike racks. The project will incorporate any necessary crosswalks and intersection markings.

#### Performance Measures

- 1 Multi-use path constructed along Excelsior Ave. between Veterans Way and Rt. 87 - The City of Saratoga Springs shall complete construction of a multi-use path parallel to Excelsior Ave. beginning at Veterans Way and ending at the entrance to DOT Rt. 87 overpass trail.
- 2 Document construction - The City of Saratoga Springs shall take photographs of site before construction, during construction, and after completion. This documentation shall be provided to the DEC.

#### Tasks

- 5 Construction of a roundabout and/or unsignalized one-way circular intersection at High Rock Ave and Excelsior Ave - The City of Saratoga Springs shall complete construction of a roundabout and/or unsignalized one-way circular intersection at High Rock Ave and Excelsior Ave. The final design will be based on the outcome of final engineering. The feasibility study proposes the creation of a roundabout/unsignalized one-way circular intersection engineered to maximize safety and minimize traffic delay at the intersection of High Rock Ave. and Excelsior Ave.

#### Performance Measures

- 1 Complete construction of roundabout/unsignalized one-way circular intersection - The City of Saratoga Springs shall complete the construction of a roundabout/unsignalized one-way circular intersection (or design determined by final design/engineering) at High Rock Ave and Excelsior Ave. .
- 2 Document construction - The City of Saratoga Springs shall take photographs of site before construction, during construction, and after completion. This documentation shall be provided to the DEC.

## ATTACHMENT C - WORK PLAN

### DETAIL

#### Objective

- 7 Monitor and report on project-appropriate metrics

#### Tasks

- 1 Identify and monitor metrics - The City of Saratoga Springs, in consultation with the DEC project manager, will identify and monitor metrics appropriate for the project (see attachment) for the duration of the contract term.

##### Performance Measures

- 1 Identify and conduct monitoring of appropriate metrics - The City of Saratoga Springs shall identify and conduct monitoring of appropriate metrics.

#### Tasks

- 2 Provide final project reporting - As part of final project reporting, the City of Saratoga Springs shall compile and present information and data on requested metrics.

##### Performance Measures

- 1 Monitoring data and information compiled and reported - The City of Saratoga Springs shall compile monitoring data and information and provide this information to the DEC.

**ATTACHMENT D**  
**PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment, Initial Payment and Recoupment Language (if applicable):**

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of \_\_\_\_ percent (\_\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of \_\_\_\_ percent (\_\_\_\_%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than \_\_\_\_ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (\_\_\_\_%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

**B. Interim and/or Final Claims for Reimbursement**

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	



## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

---

<sup>1</sup>

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-C00363GG-3350000

## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>		<b>Due Date</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

## City of Saratoga Springs Position Upgrade Application

1. Name: \_\_New Position \_\_\_\_\_ Start date in current Position \_\_\_\_\_

Position Title: Community Development Planner

Current Grade and Step \_\_Grade 15 Current Supervisor \_\_Brad Birge/Planning

### Purpose of Upgrade

2. Explain why the position should be upgraded: This position is being revised & downgraded due to the retirement of Cindy Phillips

3. List any new Duties: Please see attached

4. Provide a wage comparison to other Communities:

5. Is the proposed title a single title position? YES

6. State: Grade: \_\_14\_\_ Step: \_\_1\_\_ Effective Date: 1/1/18 Longevity Date:

7. Budget Line: Appropriation: \_\_ \$59,508

### Signatures:

Civil Service Patsy Berrigan, Secretary CSC 8-10-17

Union Jana Watkins 8-10-17

Commissioner of Finance \_\_\_\_\_

Human Resources \_\_\_\_\_

### Official Use

City Council Approval Date \_\_\_\_\_

RPC (Green Sheet) issued and submitted to Civil Service after Council approval \_\_\_\_\_

## COMMUNITY DEVELOPMENT PLANNER

**DISTINGUISHING FEATURES OF THE CLASS:** The Community Development Planner is a professional position responsible for developing, implementing and managing the City's Community development program. Employees in this class will exercise independent judgment in the application of prescribed procedures and methods under the general supervision of the Deputy Mayor and the direct supervision of the Administrator of the Office of Planning and Economic Development. Supervision is not a responsibility of employees in this title. The incumbent does related work as required.

**TYPICAL WORK ACTIVITIES:** The duties listed are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Coordinates and manages the business and operating aspects of the City Community Development program;

Coordinates the development and administration of the 5-year Consolidate Plan;

Coordinates the annual Action Plan preparation and implementation including community needs assessment, citizen participation, environmental review, project set-up on HUD's on-line Integrated Disbursement & Information System (IDIS), and performance monitoring;

Perform agreement drafting for grant-funded activities;

Maintain financial records and preparation of the annual operational budget including office expenses, draw down funds from HUD balances;

Conducts fiscal/program management of City economic development loan program, and housing rehabilitation grant and loan program;

Prepares periodic fiscal and statistical statements and reports for office management use or submission to City, State and Federal agencies;

Prepares reports, charts, graphs in the development and support of activities within the Office of Planning and Economic Development;

Represents the Office of Planning and Economic Development in meetings with civic and business leaders to determine overall community goals, objectives, needs, etc.;

Pursues grants and expand fiscal resources for community development as opportunities arise.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Working knowledge of the methods and techniques of planning, research, and analysis of data related to community development; ability to independently manage complex projects and initiatives; ability to learn and apply complex regulations governing Federal, State and Local grant funding; ability to learn and apply knowledge of the principles, source materials, socio-economic, environmental and legal factors pertinent to community development; ability to monitor the fiscal/program progress of major program areas; ability to establish and maintain effective work relationships with governmental officials and the public; ability to communicate effectively, both orally and in writing; ability to read, write, and speak English fluently; ability to operate a personal computer and utilize common office software programs including word processing, spreadsheet, and database at an acceptable rate of accuracy and speed; skill in clear verbal and written communication to diverse audiences; ability represent the office in a professional manner; initiative and resourcefulness; good judgment.

**MINIMUM QUALIFICATIONS:** The minimum qualifications must be clearly stated on the application form. Either

Possession of a Master's Degree from a regionally accredited or New York State registered college or university majoring in either: Planning, Urban Geography, Government, Public Administration, Economics or a related field and two (2) years of full-time paid experience in a public or private sector organization conducting planning, design or environmental planning at the community and regional level; OR

Possession of a Bachelor's Degree from a regionally accredited or New York State registered college or university majoring in either: Planning, Urban Geography, Government, Public Administration, Economics or a related field and three (3) years of full-time paid experience in a public or private sector organization conducting planning, design or environmental planning at the community and regional level.

**SPECIAL NOTE:** Must possess a valid NYS drivers' license, must maintain said license for the duration of employment and must meet the City of Saratoga Springs' Fleet Safety Policy. For the City of Saratoga Springs, a valid license is defined as a license which is not conditional, temporary, restricted or suspended.

Adopted: July 26, 2017



Office of the New York State Comptroller  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

**RS 2417-A**

(Rev. 8/15)

BE IT RESOLVED, that the City of Saratoga Springs / 20049 hereby establishes the following standard work days for these titles and  
(Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy- mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
<b>Appointed Officials</b>								
Deputy Commissioner of	8	Frank Coppola, Jr.	****	*****	<input type="checkbox"/>	02/01/17-12/31/17	23.79	<input type="checkbox"/>
Public Works					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

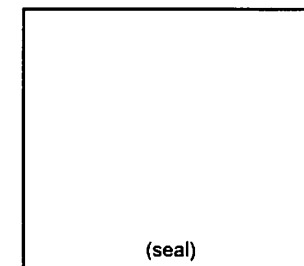
**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

I, John P. Franck, secretary/clerk of the governing board of the City of Saratoga Springs, of the State of New York,  
(Name of secretary or clerk) (Circle one) (Name of Employer)  
do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 19th day of  
September, 20 17 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Saratoga Springs on this \_\_\_\_ day  
(Name of Employer)  
of September, 20 17,  
(Signature of the secretary or clerk)

**Affidavit of Posting:** I, John P. Franck, being duly sworn, deposes and says that the posting of the  
(Name of secretary or clerk)  
Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the  
(Date)

- ☐ Employer's website at \_\_\_\_\_  
☐ Official sign board at \_\_\_\_\_  
☐ Main entrance secretary or clerk's office at \_\_\_\_\_





# CITY OF SARATOGA SPRINGS

## OFFICE OF COMMISSIONER OF FINANCE

**MICHELE D. CLARK-MADIGAN**  
COMMISSIONER OF FINANCE

474 Broadway - City Hall  
Saratoga Springs, New York 12866-2296  
518-587-3550  
Fax 518-580-0781

MICHAEL SHARP  
Deputy Commissioner

CHRISTINE GILMETT-BROWN  
Director of Finance

KAMERON KLIPPEL  
Receiver of Taxes

CATHERINE LOZIER  
Principal Account Clerk

FLORENCE C. WHEELER  
Payroll Administrator

To: Mayor Joanne Yepsen  
Commissioner John Franck  
Commissioner Chris Mathiesen  
Commissioner Anthony Scirocco

Cc: Christine Gilmett-Brown

From: Commissioner Michele Madigan

Date: September 15, 2017

Re: 2016 Fund Balance Recommendations – Correction

---

At the September 5, 2017 meeting I attached to the NOVUS agenda a memorandum outlining the 2016 Fund Balance Recommendations dated August 31, 2017. Upon further review of that memo by my office, it has been determined that the first item needs clarification. The memorandum stated:

**1. Contribution to the Insurance Reserve Fund in the amount of \$150,000.**

The Insurance Reserve Fund was established pursuant to New York State General Municipal Law to make expenditures for any loss, claim, action or judgment for which the City is authorized or required to purchase or maintain. Subsequent to various insurance-related incidents during 2017, it is estimated the Insurance Reserve Fund will be fully depleted this year. By replenishing the Fund, the City will be better prepared to handle any relevant insurance-related expenses. In addition, I am recommending that \$100,000 be moved from the Assignment for Prior Years Taxes and moved to the Insurance Reserve Fund. Current Uncommitted Amount: \$37,553. New Amount: \$187,552. Assignment for Prior Years Taxes: Current Uncommitted Amount: \$249,993. New Amount: \$149,993.

The memorandum should read as follows:

**1. Contribution to the Insurance Reserve Fund in the amount of \$150,000.**

The Insurance Reserve Fund was established pursuant to New York State General Municipal Law to make expenditures for any loss, claim, action or judgment for which the City is authorized or required to purchase or maintain. Subsequent to various insurance-related incidents during 2017, it is estimated the Insurance Reserve Fund will be fully depleted this year. By replenishing the Fund, the City will be better prepared to handle any relevant insurance-related expenses.

I am first recommending a portion of the current unassigned fund balance be used to replenish the existing Insurance Reserve in the amount of \$50,000.00.

In addition, I am recommending that \$100,000 be moved from the Assignment for the Refund of Prior Years Taxes and moved to the Insurance Reserve Fund. This Council established an Assignment of Fund Balance for the Refund of Prior Years Taxes ("Assignment"), resulting from any proceeding to review an assessment under Article 7 of the real property tax law, including court orders or settlements relative to such, on September 10, 2015. The amount remaining in the assignment is \$249,993, sufficiently more than what is needed for outstanding tax refund exposure. The new amount remaining in the assignment will be: \$149,993.

The current Uncommitted Amount in the Insurance Reserve is: \$37,553. Following approval of the above recommendation the new amount will be: \$187,552.

I will request correction of this item at the September 19, 2017 City Council meeting.



09/14/2017 15:52  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1  
bgamdent

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2017	09	92 09/19/2017	091917	BTPY091917	BUA BTPY091917	1				
1	A3567151	51948		SUMMER RECREATION PROG PS	CAMP SARADAC COUN B/A KID CARE		2,880.00	553.02	3,433.02	
	A	-35-6-7150-1-51948	-		BEFORE AFTER CARE COST		09/19/2017			
2	A3567151	51580		SUMMER RECREATION PROG PS	CAMP SARADAC DIRECTOR		7,000.00	-553.02	6,446.98	
	A	-35-6-7150-1-51580	-		BEFORE AFTER CARE COST		09/19/2017			
3	A3739081	51990		SICK LEAVE	SICK LEAVE		5,147.73	8,042.89	13,190.62	
	A	-37-3-9089-1-51990	-		SICK LEAVE BUY OUT DPW EMPLOYE		09/19/2017			
4	A3638561	51900		TREES PS	LABORER		215,724.00	-8,042.89	207,681.11	
	A	-36-3-8560-1-51900	-		SICK LEAVE BUY OUT DPW EMPLOYE		09/19/2017			
5	A3739081	58030		SICK LEAVE	CITY PORTION SOCIAL SECURITY		393.80	615.28	1,009.08	
	A	-37-3-9089-1-58030	-		SICK LEAVE BUY OUT DPW EMPLOYE		09/19/2017			
6	A3638561	51900		TREES PS	LABORER		215,724.00	-615.28	215,108.72	
	A	-36-3-8560-1-51900	-		SICK LEAVE BUY OUT DPW EMPLOYE		09/19/2017			
7	A3335651	51964		OFF STREET PARKING PS	SPECIAL EVENTS		.00	227.62	227.62	
	A	-33-3-5650-1-51964	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
8	A3335011	51900		STREETS PS	LABORER		1,530,968.24	-227.62	1,530,740.62	
	A	-33-3-5010-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
9	A3031621	51973		CITY HALL PS	ON CALL		.00	1,000.00	1,000.00	
	A	-30-3-1620-1-51973	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
10	A3335011	51900		STREETS PS	LABORER		1,530,968.24	-1,000.00	1,529,968.24	
	A	-33-3-5010-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
11	A3638141	51900		STORM WATER CARRIERS PS	LABORER		75,000.00	20,000.00	95,000.00	
	A	-36-3-8140-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
12	A3335011	51900		STREETS PS	LABORER		1,530,968.24	-20,000.00	1,510,968.24	
	A	-33-3-5010-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
13	A3638141	51960		STORM WATER CARRIERS PS	OVERTIME		1,500.00	1,000.00	2,500.00	
	A	-36-3-8140-1-51960	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
14	A3335011	51900		STREETS PS	LABORER		1,530,968.24	-1,000.00	1,529,968.24	
	A	-33-3-5010-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			
15	A3638181	51900		TRANSFER STATION PS	LABORER		142,985.44	3,000.00	145,985.44	
	A	-36-3-8180-1-51900	-		COVER ANTICIPATED COSTS THRU Y		09/19/2017			

09/14/2017 15:52  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 2  
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2017	09	92 09/19/2017	091917	BTPY091917	BUA BTPY091917	1	1	
16	A3335011	51900	STREETS PS	LABORER		1,530,968.24	-3,000.00	1,527,968.24
	A	-33-3-5010-1-51900	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
17	E3577161	51133	CITY CENTER AUTHORITY PS	WORKING SUPERVISOR		116,973.75	74,680.00	191,653.75
	E	-35-7-7160-1-51133	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
18	E3577161	51132	CITY CENTER AUTHORITY PS	OPERATIONS MANAGER		74,680.00	-74,680.00	.00
	E	-35-7-7160-1-51132	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
19	E3577161	51420	CITY CENTER AUTHORITY PS	ACCOUNT CLERK		84,356.00	14,971.50	99,327.50
	E	-35-7-7160-1-51420	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
20	E3577161	51541	CITY CENTER AUTHORITY PS	CITY CENTERPART TIME EMPLOYEES		16,600.50	-14,971.50	1,629.00
	E	-35-7-7160-1-51541	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
21	E3577164	54110	CITY CENTER AUTHORITY CS	OFFICE SUPPLIES		3,500.00	500.00	4,000.00
	E	-35-7-7160-4-54110	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
22	E3577164	54120	CITY CENTER AUTHORITY CS	POSTAGE		750.00	-150.00	600.00
	E	-35-7-7160-4-54120	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
23	E3577164	54140	CITY CENTER AUTHORITY CS	JANITORIAL SUPPLIES		32,167.00	2,833.00	35,000.00
	E	-35-7-7160-4-54140	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
24	E3577164	54202	CITY CENTER AUTHORITY CS	CLIENT EXPENSES		16,500.00	-2,500.00	14,000.00
	E	-35-7-7160-4-54202	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
25	E3577164	54632	CITY CENTER AUTHORITY CS	DECORATING		5,000.00	1,250.00	6,250.00
	E	-35-7-7160-4-54632	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
26	E3577164	54421	CITY CENTER AUTHORITY CS	LEGAL ADVERTISING		800.00	-400.00	400.00
	E	-35-7-7160-4-54421	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
27	E3577164	54510	CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE VEHICLE		2,500.00	-500.00	2,000.00
	E	-35-7-7160-4-54510	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
28	E3577164	54533	CITY CENTER AUTHORITY CS	PRODUCTIONS EQUIPMENT RENTAL		1,500.00	-1,033.00	467.00
	E	-35-7-7160-4-54533	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
29	E3577164	54870	CITY CENTER AUTHORITY CS	WEBSITE DESIGN		.00	60,000.00	60,000.00
	E	-35-7-7160-4-54870	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			
30	E3577164	54523	CITY CENTER AUTHORITY CS	VEHICLE INSURANCE		2,800.00	-725.00	2,075.00
	E	-35-7-7160-4-54523	-	COVER ANTICIPATED COSTS	THRU Y 09/19/2017			

P 3  
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2017	09	92 09/19/2017	091917	BTPY091917	BUA BTPY091917	1 1		
31	E3577164 54533 E -35-7-7160-4-54533		CITY CENTER AUTHORITY CS	PRODUCTIONS EQUIPMENT RENTAL COVER ANTICIPATED COSTS		1,500.00 THRU Y 09/19/2017	-467.00	1,033.00
32	E3577164 54610 E -35-7-7160-4-54610		CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE BUILDING COVER ANTICIPATED COSTS		34,890.00 THRU Y 09/19/2017	-5,000.00	29,890.00
33	E3577164 54611 E -35-7-7160-4-54611		CITY CENTER AUTHORITY CS	BUILDING INSURANCE COVER ANTICIPATED COSTS		65,000.00 THRU Y 09/19/2017	-10,600.00	54,400.00
34	E3577164 54650 E -35-7-7160-4-54650		CITY CENTER AUTHORITY CS	UTILITIES COVER ANTICIPATED COSTS		180,500.00 THRU Y 09/19/2017	-20,500.00	160,000.00
35	E3577164 54670 E -35-7-7160-4-54670		CITY CENTER AUTHORITY CS	PHONES COVER ANTICIPATED COSTS		9,000.00 THRU Y 09/19/2017	-1,000.00	8,000.00
36	E3577164 54672 E -35-7-7160-4-54672		CITY CENTER AUTHORITY CS	CREDIT CARD FEES COVER ANTICIPATED COSTS		6,500.00 THRU Y 09/19/2017	-600.00	5,900.00
37	E3577164 54720 E -35-7-7160-4-54720		CITY CENTER AUTHORITY CS	SERVICE CONTRACTS - PROF SERV COVER ANTICIPATED COSTS		108,000.00 THRU Y 09/19/2017	-8,000.00	100,000.00
38	E3577164 54792 E -35-7-7160-4-54792		CITY CENTER AUTHORITY CS	MISCELLANEOUS COVER ANTICIPATED COSTS		5,000.00 THRU Y 09/19/2017	-2,900.00	2,100.00
39	E3577168 58040 E -35-7-7160-8-58040		CITY CENTER AUTHORITY EB	OTHER EMPLOYEES RETIREMENT SYS COVER ANTICIPATED COSTS		129,525.00 THRU Y 09/19/2017	-10,208.00	119,317.00
40	A3749081 51810 A -37-4-9089-1-51810		SICK LEAVE	FIRE 207A COVER SALARY OF INJURED		18,022.00 FIREFI 09/19/2017	8,486.36	26,508.36
41	A3143411 51730 A -31-4-3410-1-51730		FIRE DEPARTMENT PS	FIREFIGHTERS COVER SALARY OF INJURED		3,101,101.00 FIREFI 09/19/2017	-8,486.36	3,092,614.64
** JOURNAL TOTAL							0.00	

09/14/2017 15:52  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 4  
bgamdent

CLERK: u05

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2017 9 92									
BUA A3567151-51948	09/19/2017	BTPY091917	091917	BTPY091917		CAMP SARADAC COUN B/A KID CARE 5		553.02	
						BEFORE AFTER CARE COST			
BUA A3567151-51580	09/19/2017	BTPY091917	091917	BTPY091917		CAMP SARADAC DIRECTOR 5			553.02
						BEFORE AFTER CARE COST			
BUA A3739081-51990	09/19/2017	BTPY091917	091917	BTPY091917		SICK LEAVE 5		8,042.89	
						SICK LEAVE BUY OUT DPW EMPLOYE			
BUA A3638561-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			8,042.89
						SICK LEAVE BUY OUT DPW EMPLOYE			
BUA A3739081-58030	09/19/2017	BTPY091917	091917	BTPY091917		CITY PORTION SOCIAL SECURITY 5		615.28	
						SICK LEAVE BUY OUT DPW EMPLOYE			
BUA A3638561-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			615.28
						SICK LEAVE BUY OUT DPW EMPLOYE			
BUA A3335651-51964	09/19/2017	BTPY091917	091917	BTPY091917		SPECIAL EVENTS 5		227.62	
						COVER ANTICIPATED COSTS THRU Y			
BUA A3335011-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			227.62
						COVER ANTICIPATED COSTS THRU Y			
BUA A3031621-51973	09/19/2017	BTPY091917	091917	BTPY091917		ON CALL 5		1,000.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA A3335011-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			1,000.00
						COVER ANTICIPATED COSTS THRU Y			
BUA A3638141-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5		20,000.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA A3335011-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			20,000.00
						COVER ANTICIPATED COSTS THRU Y			
BUA A3638141-51960	09/19/2017	BTPY091917	091917	BTPY091917		OVERTIME 5		1,000.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA A3335011-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			1,000.00
						COVER ANTICIPATED COSTS THRU Y			
BUA A3638181-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5		3,000.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA A3335011-51900	09/19/2017	BTPY091917	091917	BTPY091917		LABORER 5			3,000.00
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577161-51133	09/19/2017	BTPY091917	091917	BTPY091917		WORKING SUPERVISOR 5		74,680.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577161-51132	09/19/2017	BTPY091917	091917	BTPY091917		OPERATIONS MANAGER 5			74,680.00
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577161-51420	09/19/2017	BTPY091917	091917	BTPY091917		ACCOUNT CLERK 5		14,971.50	
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577161-51541	09/19/2017	BTPY091917	091917	BTPY091917		CITY CENTERPART TIME EMPLOYEES 5			14,971.50
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577164-54110	09/19/2017	BTPY091917	091917	BTPY091917		OFFICE SUPPLIES 5		500.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577164-54120	09/19/2017	BTPY091917	091917	BTPY091917		POSTAGE 5			150.00
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577164-54140	09/19/2017	BTPY091917	091917	BTPY091917		JANITORIAL SUPPLIES 5		2,833.00	
						COVER ANTICIPATED COSTS THRU Y			
BUA E3577164-54202						CLIENT EXPENSES 5			2,500.00

09/14/2017 15:52  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 5  
bgamdent

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA E3577164-54632	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y DECORATING	5	1,250.00	
BUA E3577164-54421	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y LEGAL ADVERTISING	5		400.00
BUA E3577164-54510	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y REPAIRS & MAINTENANCE VEHICLE	5		500.00
BUA E3577164-54533	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y PRODUCTIONS EQUIPMENT RENTAL	5		1,033.00
BUA E3577164-54870	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y WEBSITE DESIGN	5	60,000.00	
BUA E3577164-54523	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y VEHICLE INSURANCE	5		725.00
BUA E3577164-54533	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y PRODUCTIONS EQUIPMENT RENTAL	5		467.00
BUA E3577164-54610	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y REPAIRS & MAINTENANCE BUILDING	5		5,000.00
BUA E3577164-54611	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y BUILDING INSURANCE	5		10,600.00
BUA E3577164-54650	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y UTILITIES	5		20,500.00
BUA E3577164-54670	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y PHONES	5		1,000.00
BUA E3577164-54672	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y CREDIT CARD FEES	5		600.00
BUA E3577164-54720	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y SERVICE CONTRACTS - PROF SERV	5		8,000.00
BUA E3577164-54792	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y MISCELLANEOUS	5		2,900.00
BUA E3577168-58040	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y OTHER EMPLOYEES RETIREMENT SYS	5		10,208.00
BUA A3749081-51810	09/19/2017	BTPY091917	091917	BTPY091917		T COVER ANTICIPATED COSTS THRU Y FIRE 207A	5	8,486.36	
BUA A3143411-51730	09/19/2017	BTPY091917	091917	BTPY091917		T COVER SALARY OF INJURED FIREFI FIREFIGHTERS	5		8,486.36
	09/19/2017	BTPY091917	091917	BTPY091917		T COVER SALARY OF INJURED FIREFI			
JOURNAL 2017/09/92						TOTAL		.00	.00

09/14/2017 15:52  
u05

CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 6  
bgamdent

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

\*\* END OF REPORT - Generated by Christine Gillmett-Brown \*\*



## City of Saratoga Springs, NY Contract

City Project Number: 2017-05 City Project Name: WTP Intake Valve Replacement Project  
City Department: Public Works Department Contact Person: Timothy Wales City Ext. 2621  
Company Name: Clark Patterson Lee  
Company Address: 30 Century Hill Drive, Suite 104, Latham, NY 12110  
Company Telephone No.: 518-463-4107 Company Fax No.: 518-463-3823  
Vendor and/or Service Provider Primary Contact: Matthew Smullen Title: Principal  
Primary Contact Email: msmullen@clarkpatterson.com  
Service to be Provided: Professional Engineering Services as described in 8-8-2017 Proposal  
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 Professional Services for the Water Treatment Plant Intake Valve Replacement Project, the Vendor and/or Service Provider submitted proposals dated August 8, 2017 (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 December 31, 2020. 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 \$75,340, 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 Commissioner of Public Works 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 Matthew Smullen, PE, Principal. 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:** Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **With a copy to:** City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
  
    **To Vendor and/or Service Provider:** Clark Patterson Lee, 30 Century Hill Drive, Suite 104, Latham, NY 12110
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 whose total value is between Zero and \$100,000:
- **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:** One Million Dollars per Occurrence 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. For projects whose total value is between \$100,000 and \$500,000:
- **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:** Three Million Dollars per Occurrence 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.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **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; 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.
- D. 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.
- E. 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 contract 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:
- 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;
  - 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
  - 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: Matthew T. Smullen Date: 8/31/2017

Print Name: Matthew T. Smullen, P.E. Title: Principal

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: \_\_\_\_\_

**Request for Certification of Sufficient Funds**

Submittal Date: 8/31/2017

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

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

Vendor: Clark Patterson Lee  
Project: Intake Sluice Gates & Valves  
Design Services



Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 52000 1249

Amount Requested for Approval

\$75,340.00

Current Amount Available:

\$375,000.00

\$900,000.00

Transfer/Amendment Pending:

Transfer/Amendment Date \_\_\_\_\_

  
Department Head Signature

8/31/17  
Date

**Certification of Sufficient Funds**

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

  
Commissioner of Finance

9/8/17  
Approval Date



CLARPAT-01

AKEEFE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2017

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).

<b>PRODUCER</b> Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (585) 473-8000	<b>FAX (A/C, No):</b> (585) 340-1714	
	<b>E-MAIL ADDRESS:</b> reception@paris-kirwan.com		
<b>INSURED</b>  Clark Patterson Engineers, Surveyor and Architects, DPC DBA Clark Patterson Lee 205 St. Paul St., Suite 500 Rochester, NY 14604-1187	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Company of CT		25682
	<b>INSURER B:</b> Travelers Indemnity Co. of America		25666
	<b>INSURER C:</b> Travelers Indemnity Company		25658
	<b>INSURER D:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		6800554M943	04/22/2017	04/22/2018	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	X		BA0557M158	04/22/2017	04/22/2018	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	X		CUP4E958611	04/22/2017	04/22/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follows Form
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8777Y936	04/22/2017	04/22/2018	<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.			6800554M943	04/22/2017	04/22/2018	\$1,000 Ded. 133,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder, its officers, or its employees, if any are named as additional insureds on a primary and non-contributory basis

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	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 



# CERTIFICATE OF LIABILITY INSURANCE

CLARK-4

OP ID: SM

DATE (MM/DD/YYYY)

11/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 585-385-0428	<b>FAX (A/C, No):</b> 585-662-5755
<b>INSURED</b> Clark Patterson Engineers, Surveyors, Architects & Landscape Architects, D.P.C. dba Clark Patterson 205 St Paul Street Rochester, NY 14604	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: XL Specialty Insurance Company</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
<b>37885</b>		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>Prof. Liability</b>			DPR9908932	12/15/2016	12/15/2017	PER CLAIM 5,000,000
				DEDUCTIBLE \$150,000			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**

<b>EVIDENCE OF INSURANCE</b>	<b>EVIDE-1</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>AUTHORIZED REPRESENTATIVE</b>	

© 1988-2014 ACORD CORPORATION. All rights reserved.

August 8, 2017

City of Saratoga Springs  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866

Re: REQUEST FOR PROPOSALS | RFP# 2017-07; Professional Services for Sanitary Wastewater Pump Station Upgrades

GPI/Greenman-Pedersen, Inc. very much appreciates the opportunity to submit our Proposal to provide professional services with respect to the above referenced project. GPI is a multidiscipline firm with a proven record of providing high quality engineering services for 51+ years. We maintain a permanent staff of 1,300+ professionals in 30 offices, including 250+ people in our Albany, NY branch. Due to this large and diverse engineering talent within the GPI organization, we are able to commit the necessary resources for the services required for this project, and react in an efficient and responsive manner.

We are confident that GPI is the most qualified consultant team for this project and can offer the City the following advantages:

- ✓ *An established local firm, with engineers that have extensive experience in Sanitary Wastewater Pump Station design and construction;*
- ✓ *An excellent working relationship with city staff as a result of past projects experience;*
- ✓ *Our complete understanding of the project scope and needs;*
- ✓ *Familiarity with the project area; and,*
- ✓ *A proven ability to deliver a quality design product on time and under budget.*

We hope this proposal clearly reflects our ability and enthusiasm to perform this work. If you should have any further questions, please do not hesitate to contact me at 518.453.9431, ext. 1528, or email: [fmastroianni@gpinet.com](mailto:fmastroianni@gpinet.com).

Sincerely,

GPI/Greenman-Pedersen, Inc.



Fred Mastroianni, PE  
Vice President



### Request for Proposals | City of Saratoga Springs, New York Professional Services for Sanitary Wastewater Pump Station Upgrades



# Table of Contents

SECTION 1 | ..... Firm Introduction

SECTION 2 | .....Project Understanding, Approach & Scope of Services

SECTION 3 | ..... Similar Project Experience

SECTION 4 | ..... Management & Staffing  
- *Personnel Profiles*

SECTION 5 | ..... Project Organization Chart

SECTION 6 | ..... References

SECTION 7 | .....City of Saratoga Springs Requested Documents

SECTION 8 | ..... Cost



# SECTION 1

---

## Firm Introduction

## Firm Introduction

Established in 1966, **Greenman-Pedersen, Inc. (GPI)** is a consulting engineering firm specializing in the innovative development, design and construction of infrastructure systems, including buildings, land development and government facilities. GPI provides professional services to a variety of clientele including private and public companies, state and federal agencies, educational facilities and municipalities. We attribute our long-lasting relationships with our clients to the talented, responsive service-oriented professionals employed throughout the GPI organization – it is our people that set us apart from other consultants. With a firm-wide staff of 1,400+ people in offices throughout the eastern United States, and access to specialized services, GPI is able to provide the right person or team for each client's specific assignment. Through our personnel, GPI recognizes the importance of our clients' projects. We become their partners and work together towards a common goal – successful project completion. GPI takes pride in the many projects it has successfully completed and looks forward to the challenges encountered on complex engineering issues. The firm's commitment to provide quality engineering services and products and to work in partnership with our clientele is the reasons why they continue to turn to us to help solve their problems. Our Quality Assurance program ensures our projects adhere to the most recent code and regulations and meet our clients' requirements. State of the art computer systems and technology provides our professionals with the resources needed in today's rapidly changing environment. Our staff is committed to high standards for client satisfaction, engineering excellence, and continued growth.



GPI delivers cost-effective, innovative solutions for both the public and private sector in the areas of Water, Wastewater, Sewage Treatment, Transmission and Distribution Systems. From feasibility studies to complete engineering, design, construction services and testing assistance for water and wastewater facilities, our extensive experience is enhanced by our deep insights about the communities in which we live and work. In today's continuously changing regulatory climate, water and wastewater system owners and operators need accomplished design engineers to ensure the safe and reliable operation of systems through continuous monitoring and improvements. Our Water design team includes nationally recognized and award winning experts, several of whom have worked directly for local municipalities. This unique perspective provides our team with an intimate understanding of what's most important in a civil engineering consultant – and we deliver it.

## **SECTION 2**

---

### **Project Understanding, Approach & Scope of Services**

## Project Understanding, Approach & Scope of Services

---

GPI is pleased to submit to the City of Saratoga Springs the following proposal for professional services for the design and construction related services for the upgrade of four (4) Sanitary Wastewater Pump Stations. Engineering plans for facility upgrading and improvements will be prepared for the following stations in order of priority, Lexington Avenue, Lake Avenue, Buff Road, and West Circular Street.

Although the condition and needs for repairs for these stations are described in a preliminary engineering report as previously prepared by CT Male and Associates and MJ Engineering in August 2014, GPI will revisit and review each station to provide an existing condition status report and detailed list of needed improvements or equipment replacement.

### Pump Station Improvements Common to all Four Pump Stations

- ◀ Attend Kickoff meeting with the City engineer and Pump Station Operational Staff to discuss project and go over issues and concerns.
- ◀ Review of all Existing Information and Data:  
All available project information will be obtained from the City and previous reports prior to start of design. As indicated above an updated status report will be needed in the event additional deficiencies are found not included in previous inspections. A review of the information will be performed by staff to become familiar with the site. GPI will meet with City personnel such as Dan Rancour who is intimately familiar with each station and identify all items of concern that need to be addressed to upgrade the pump stations according to City and regulatory standards and codes.
- ◀ Equipment Selection and Installation :  
During the selection of equipment, GPI will work with previously approved and recommended suppliers to assure compatible and reliable service. We have worked with most suppliers and will focus on recent City approved equipment providers such as Emerick Associates, to generate specifications on the new equipment.
- ◀ Site Plan and Detailed Lists of Specific Improvements:  
The City has site specific plans and details that GPI will incorporate into preliminary and final design plans. All pertinent site and station details and components will be shown on plans and clearly detailed and outlined with the new improvements.
- ◀ Construction Sequencing and Needs:  
During rehabilitation, there may be a need for bypass pumping for the period of pump or control replacement tasks. Although it may be possible to continue to run one pump with controls and simultaneously work on new pump installation, GPI will examine all requirements during equipment transition. Since similar work will be performed on several stations, GPI will develop a plan to be approved by the City where the contractor can proceed with best efficiency and work sequencing that will generate construction cost savings and lessen down time of each pump station.
- ◀ Provide Schematic Design Report (30% with cost estimates), 60% and 95% Complete Design Plans & Specifications for City review. Once comments are received, update these documents and cost estimates for each pump station. Design review meetings will be held with City staff as part of the 60% and 95% submissions. With respect to the Construction Documents, the City is expected to provide the front end. The Construction Documents will include Base Bids for the Lexington and

## REQUEST FOR PROPOSALS | RFP# 2017-07; Professional Services for Sanitary Wastewater Pump Station Upgrades

Lake Avenue Pump Stations, plus Add Alternates for the Buff Road and West Circular Street Pump Stations.

- ◀ Once 95% Documents are approved, 100% Documents will be developed and used for bidding.

Below is a summary of our approach related to construction administration and observation:

- ◀ GPI will prepare the advertisement of bid and reproduce plans, specifications and bid documents via hard copies or digitally. The documents will be sent to the Purchasing Department who will handle distribution to prospective bidders
- ◀ During the bidding phase, GPI will answer any questions posed by the prospective bidders and, if necessary, prepare addenda(s) to clarify any possible ambiguities.
- ◀ GPI will be present at the bid opening and obtain all bids for review. Review will include preparing a tabulation of bids, make sure that all required documents were submitted as part of the bid, and determine if the two or three lowest bidders are qualified to perform the work.
- ◀ Once the review is complete, GPI will forward all documents to the City and provide a recommendation as to which contractor was determined to be the lowest responsible bidder.
- ◀ Once a contractor is on board and a contract has been executed, GPI will attend and lead a pre-construction meeting with the City and the contractor.
- ◀ It is anticipated that shop drawings will be forthcoming after the pre-construction meeting. GPI will review and approve or reject the shop drawings depending upon them meeting the plans and specifications.
- ◀ GPI will provide inspection staff as needed throughout the duration of the project to insure the contractor is complying with plans and specifications. This includes witnessing all testing of new equipment/materials. It is anticipated that 2 to 3 site visits will be required for the duration of construction. Construction duration could range from 8 to 12 weeks.
- ◀ At the completion of construction, GPI will prepare as-built plans based on contractor's input and prepare any other documents needed to close the project.

*The following items are specific to each pump station:*

### Lexington Avenue Pump Station

- ◀ Previous reports indicate that this facility requires attention to structural, electrical and mechanical components. Each of the following items will be addressed plus any new issues that recently may have appeared:
  - *Structural Items* – GPI will look at the wet well and dry for needed repairs and coating.
  - *Pumps and Piping* – we will inspect all piping and supports, and recommend replacement.
  - *Cleaning and Resurfacing Coatings* – this item is important and will be addressed with the goal of long term applications.
  - *Confirm Pumping Requirements* – Although some draw down testing was previously performed, GPI will confirm pumping needs for this station. Although Flygt pumps are now used, alternative pumps will be evaluated. New pumps may require modifications to existing piping, joints and controls, which will be inspected and designed accordingly for the selected equipment.
  - *Controls and Housing* – With the addition of new pumps, new controls may be required.



## REQUEST FOR PROPOSALS | RFP# 2017-07; Professional Services for Sanitary Wastewater Pump Station Upgrades

Controls will be housed above grade with a covered enclosure. Emergency transfer switch and remote station status telemetry will be installed or upgraded.

### Lake Avenue Pump Station

- ◀ Lake Avenue station requires new pumps and piping in the dry pit as well as cleaning, painting, addressing safety issues and miscellaneous item replacement.
  - *Pumps and Piping* – GPI will review and prepare a preliminary pump selection design for City's review that may include existing Gorman Rupp pumps, but will also include several other adaptable pump manufacturer selections. Working with the City, a replacement design for pumps, piping and other appurtenances will be prepared for contract installation.
  - *Controls and Housing* – With the addition of new pumps, new controls may be required. GPI will inspect the compatibility of existing control panel components for new or alternative replacement pumps. A transducer may be an option for level control with float backup.
  - *Cleaning and Resurfacing Coatings* – The entire station will be inspected and a detailed list of repairs, cleaning and resurfacing items will be prepared.

### Buff Road Pump Station

- ◀ Previous reports indicate that this facility requires attention to structural, electrical and mechanical components. Each of the following items will be addressed plus any new issues that recently may have appeared.
- ◀ *Structural Items* – GPI will look at the wet well and dry for needed repairs and coating.
- ◀ *Pumps and Piping* – GPI will inspect all piping and supports and recommend replacement. The pump removal slide rail system will be replaced. The City is requiring a new external valve pit which will be properly sited to eliminate internal wet well valves.
- ◀ *Cleaning and Resurfacing Coatings* – this item is important and will be addressed with the goal of long term applications.
- ◀ *Confirm Pumping Requirements* – Although some draw down testing was previously performed, GPI will confirm pumping needs for this station. Although Flygt pumps are now used, alternative pumps will be evaluated. New pumps may require modifications to existing piping, joints and controls which will be inspected and designed accordingly for the selected equipment.
- ◀ *Electric Service and Controls* – With the addition of new pumps, new controls will be required. Controls will be housed above grade with a covered enclosure. A new upgraded 3 phase electrical service will also be required. Emergency transfer switch and remote station status telemetry will be installed or upgraded. Level control floats will be replaced. A transducer may be an option for level control with float backup.

### West Circular Street Pump Station

- ◀ This station shall be replaced since the existing set up is antiquated and cannot be repaired. The existing wet and dry wells are reported to be in good condition. However, reuse of these structures will be examined and recommendations made initially before preliminary design commences. Various new pump station options will be presented to the City review and approval with estimated costs. The new station will incorporate all elements and components currently desired by City maintenance personnel and regulatory standards (10 State).

## **SECTION 3**

---

### **Similar Project Experience**

## Firm Experience

---

The following information represents relevant project experience by GPI and staff.



## Water & Sewer Projects Various Locations, NY

Client:  
Various

The following projects are included to demonstrate applicable experience involving projects of similar size, scope and complexity this future project.

1. **Emergency Generator Installations, Town of East Greenbush, NY ♦ GPI**, as part of a major capital facility improvement plan from 2009-2014 the Town of East Greenbush, replaced electric generators at four existing sewage pump station sites used for backup power during potential line outages. Auxiliary secondary power was provided during switch over to maintain station service. Fuel sources were updated by eliminating underground fuel oil storage tanks and providing the station with either a natural gas source if available or propane.



2. **Replacement Pump Stations, Town of East Greenbush, NY ♦ GPI**, as part of a major capital facility improvement plan from 2009-2014 the Town of East Greenbush replaced three existing sewage pump stations with new above ground Gorman-Rupp stations. The existing stations were kept online until a switch over occurred. Bypass pumping was employed during the transition and in one case the existing station was used via temporary piping and valving to maintain service. Each project required site improvements including fencing, driveways, lighting and landscaping.



3. **Sewage Pump Station Rehabilitation, Town of East Greenbush, NY ♦ GPI** designed extensive upgrades for the rehabilitation of a 2.5 mgd sewage pump station in 2014 at the Corliss Rd site. Renovations and upgrades including building modifications, heating and ventilating, new valves, flow meter, mechanical bar screen and the construction of a building addition to house new equipment. Cost of improvements was approximately \$350,000.



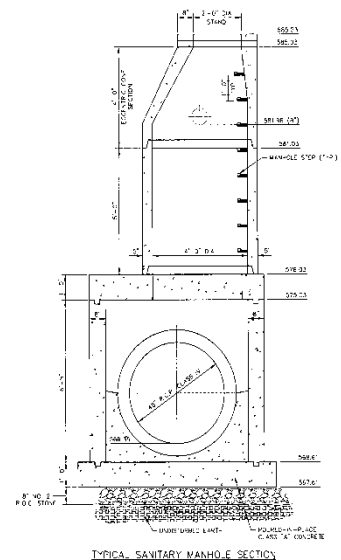
4. **Madison Avenue Sanitary Sewer Crossing over Cayadutta Creek, Johnstown, NY** ♦ GPI is providing professional engineering services for this project. Adjacent manholes have been in service for over 35 years and have fallen into disrepair. Erosion of the bank has exposed the manholes and has caused the pipe bridge to slip off its abutment. The pipe bridge has been temporarily repaired with cribbing. The lowest manhole routinely overflows which has caused accelerated deterioration of the bridge steel. The location of the manholes on the steep creek bank also makes them difficult to access and repair. The scope of this project is to rehabilitate or replace this sanitary sewer crossing. GPI is providing site survey, structural evaluation, soil borings, pipe line sizing, location of new manholes, temporary sewer line, required permits, SEQR determination, and engineer's estimate, Storm Water Pollution Prevention Plan (SWPPP), and plan and bid document preparation, as well as public meeting coordination and construction inspection.



5. **Mumford Street Sewer Improvements, City of Buffalo, NY** ♦ GPI provided survey and design services for preparation of contract documents for replacement of the existing 24" VTP sewer on Mumford Street from S. Legion Drive to Cumberland Street with a new 48" RCP Class IV sewer and appurtenances.

The City of Buffalo combined sewer system has a number of combined sewer overflow (CSO) that have to be eliminated. This project included approximately 440 LF of new sewer with new chambers and raising the existing weir at Cumberland Drive to reduce the CSO volume that was being diverted to Cazenovia Creek. Mumford Street is in a residential area so protection of private properties, maintenance and protection of pedestrian and vehicular traffic had to be carefully addressed during the design of the new facilities.

The project was designed in 2008 and bid and constructed in 2009, under supervision of the Buffalo Sewer Authority. The project was completed on time and within budget without unusual problems or issues.



6. **Snyder SSO Mitigation Project, Mt. Vernon, Westmoreland and Harlem Road, Sanitary Sewer Improvements** ♦ GPI provided design and construction phase services for the design and construction of new 15" and 18" diameter sanitary sewers replacing existing facilities on Mount Vernon Road, Westmoreland Road and Harlem Road from Saratoga Road to Main Street.

The existing sewers were subject to significant amounts of infiltration and inflow, structural problems and inadequate capacity due to insufficient slope in some sections. The replacement program required placing the new sewers on the existing alignment but at greater depth as required to achieve the required minimum slopes. This required rock removal, bypass pumping, maintenance and protection of traffic and coordination with utility companies, and homeowners along the route of the sewer.



The project was designed and permitted in 2010 and constructed during the 2011 winter and spring with final restoration completed by July 2011. It was completed on time and within budget without major problems or issues.

## Water & Sewer Projects Various Locations, NY

Client:  
Various

7. **Union Road Pumping Station and Force Main, Erie County Sewer Department No. 1, Cheektowaga, NY** ♦ GPI provided professional engineering services for design and construction of multiple prime contracts for a sanitary sewage pumping station and force main sewer. Work included concrete structures, pumps and controls, a building to house emergency generator controls and instrumentation and all other related improvements. Also, included was the installation of 2,400-LF of 8" diameter PVC force main, 166-LF of 10" diameter PVC sanitary sewer and the abandonment of the carefree estates and Losson Green pump stations and their force mains. The total construction value was \$1.2M.



8. **Farmington Woods Interceptor** ♦ GPI provided the planning, design and construction of new gravity interceptor sewers which provided for the elimination of two existing pump station. The project design involved deep sewers through developed residential areas through difficult soils and high groundwater conditions. NYSDEC was involved in permitting and funding was obtained through the NYS Revolving Loan Program. The total construction value was \$522,644.00
9. **Hyland Interceptor and Union Road Pump Station & Force Main, Cheektowaga, NY** ♦ GPI provided services for the replacement of the Hyland Pump Station and the consolidation of services and replacement of two other pump stations with a new station and force main located on Union Road. We were able to successfully demonstrate that the Hyland Pump Station could be eliminated by constructing a gravity sewer at lower slopes than 10 States Standards minimum slopes. The total construction value was \$1,197,000.00.
10. **Meadows North Pump Station and Sanitary Sewers, Town of Amherst, NY** ♦ GPI provided a feasibility study and analysis, extensive coordination with the Town of Amherst and Regulatory Agencies to plan and design an interceptor sewer to eliminate an existing pump station and to place a new regional station in a location that services several residential developments plus is compatible with a future major interceptor sewer that would eliminate the new pump station. The project involved design and permitting of sewers at less than minimum grades, deep sewers in difficult soils conditions and included the types of issues that could be involved in this project. The total construction value was in excess of \$60,000.00.
11. **Taylor and Jessup Sanitary Sewer Reconstruction, Taylor and Jessup, PA** ♦ These GPI projects consisted of sanitary sewer reconstruction designs and construction inspections in Lackawanna County Boroughs of Taylor and Jessup.
- The Jessup project involved the design, preparation of contract documents, and construction inspection for reconstruction of 725-LF of 8-inch pipe, three manholes, and twenty service laterals along Spring Street and Powell Avenue in addition to roadway reconstruction.
- The efforts along Cooper Street and East Taylor Street in Taylor involved the design, preparation of contract documents, and construction inspection for the reconstruction of 635-LF of 10-inch pipe, 125-ft of 8-inch pipe, three manholes, 27 service laterals, cleaning of 40-feet of pipe, and complete restoration of the affected roadways.
- Both the Jessup and Taylor projects included topographic surveys. Additionally, both projects involved street reconstruction in the areas affected by the sewer upgrades.
12. **Wehrle Drive Forcemain and Harding Road Pump Station, Town of Amherst, NY** ♦ GPI provided the analysis and hydraulic study to determine the best solution to problems during wet weather conditions. This project improved service and eliminate flooding problems.
13. **Storm Sewer Evaluation Study, Holland, NY** ♦ GPI identified and evaluated alternatives for the rehabilitation of an existing storm sewer system. Recommend any remedial work to coincide with a current NYSDOT reconstruction project in the study area.



## Water & Sewer Projects Various Locations, NY

Client:  
Various

14. **Union Road Pumping Station and Force Main, Cheektowaga, NY** ♦ The project involved professional engineering services for design and construction of multiple prime contracts for a sanitary sewage pumping station and force main sewer. Work included concrete structures, pumps and controls, a building to house emergency generator controls and instrumentation and 2,400 of 8" dia. force main sewer. The total construction value of this project was \$1.2M.
15. **Clinton Street and Borden Road Pump Stations, ECSD No. 1** ♦ The project involved the design and construction of two replacement pump stations located in the Town of West Seneca. Work included hydraulic analysis, design of pump stations, new forcemain and new interceptor sewers. Pump station contracts included multiple primes under the Wicks Law. The total construction value for this project was \$1.5M.
16. **Pontiac Road Pump Station, ECSD No. 2** ♦ **GPI** provided design and construction services for a pump station replacement project, which included new wetwell and valve pits, renovation and expansion of existing pump station building to house new equipment, interceptor sewer and forcemain plus demolition of existing plant being taken out of service. The work was performed using multiple primes as required under the Wickes Law. The construction value was \$0.75M.
17. **Erie County Sewer District 4, Pump Station Evaluations** ♦ **GPI** provided analysis of sewer service areas, projections of future needs, evaluation of alternatives and design of improvements to two pump stations plus one force main extension to date as part of the implementation of the program. Work included modifications to existing concrete and masonry buildings to accommodate new facilities and compliance with OSHA requirements.
18. **Sewer Capacity Analysis, Erie County Sewer District 6** ♦ **GPI** provided the evaluation of existing sanitary sewer system experiencing surcharging included analysis of service are flows, hydraulic modeling of system and development of a summary.
19. **Meadows North Pump Station and Sanitary Sewers, Town of Amherst, NY** ♦ **GPI** provided the analysis and feasibility study to design an interceptor sewer to eliminate and existing pump station, and place a new regional station with plans for a future interceptor sewer.
20. **Dockside Village Pump Station and Forcemain, Town of Amherst, NY** ♦ **GPI** provided planning, design and construction for a large mix use development. Expansion of the service area in 2005 included 6,200-LF of 10" diameter gravity sewer, a pump station and 8,800-LF of 10" diameter forcemain. The construction value for this project was \$1,000,000.
21. **Mt. Vernon, Westmoreland and Harlem Road Sanitary Sewer Improvements, Town of Amherst, NY** ♦ **GPI** provided design and construction services for new 15" and 18" diameter sanitary sewers. This \$1.5M project required rock removal, bypass pumping and coordination with utility companies.

## SECTION 4

---

### Management & Staffing *- Personnel Profiles*

## Management & Staffing

The three basic fundamentals of managing any project are: 1) *Managing the work and the organization*, 2) *Managing people*, and 3) *Managing production*. We have established a leadership team to carry out these three fundamentals.

Our leadership consists of a Project Manager who will be directly involved with the county on all activities. This individual has a wealth of experience successfully managing organizations and projects. We have assigned a team with specific and relevant expertise on all facets of civil engineering. These individuals will assist the Project Manager, as needed, depending upon the specific project requirements.

We offer the county specialized services, expertise and exceptional resources. GPI is a full service engineering firm with 1,300+ engineers and technicians to serve your clients with the highest level of quality and satisfaction. Our staff has earned a reputation for outstanding service with an exceptional full service support staff and field management that is highly experienced with the technical and managerial details of the type of work to be performed.

GPI has a record of quick response and has the resources to meet project schedules. The GPI staff, as indicated in the attached personnel profiles, shows our commitment to provide experienced personnel for the project. Our staff includes professionals who have experience working for, counties, towns, cities, state agencies and private clients, so we have the unique ability to view projects from your perspective and respond accordingly. The key staff for this project is as follows:

**Mr. Hank LaBarba, PE** will serve as the **Project Manager** of all phases of design and construction. He will also be the **Lead Design Engineer** with respect to the upgrading of the pump stations. Mr. LaBarba has 40+ years of professional engineering experience in planning and design of sewer systems and conveyance facilities. He manages design and construction services and supervises engineering staff, technicians and scientists, for numerous projects in the field of civil/environmental engineering. Similar projects undertaken by Mr. LaBarba over recent years has included design of 5 new sewage pump stations and the rehabilitation of 6 older stations for the Rensselaer County Water and Sewer Authority and Town of East Greenbush. Mr. LaBarba is GPI Project Manager on all of the construction inspection projects we have provided to date for the SCSD.

**Mr. Dan Hampson, PE** will serve as the **Lead Mechanical Engineer**. Mr. Hampson has 35+ years of professional experience in the design of mechanical systems including pump stations and building facilities for a number of municipal engineering projects. In addition to the design all mechanical systems, Mr. Hampson's responsibilities at GPI include project design and management, oversight of GPI's MEP engineering departments and design quality control. His versatile design solutions consistently match the appropriate systems with the specific needs and budget of each client.



## REQUEST FOR PROPOSALS | RFP# 2017-07; Professional Services for Sanitary Wastewater Pump Station Upgrades

**Ms. Ann Pacelli** will serve as the **Electrical Engineer**. Ms. Pacelli brings 26+ years of experience in the fields of electrical systems design and estimating on municipal, educational, commercial, health care and small industrial projects. Her responsibilities at GPI include all phases of design of electrical systems, including power, lighting, fire alarm and communication systems, as well as field investigations, project coordination and construction administration.

**Mr. Ryan Trunko, PE** will serve as the **Project Engineer**. Mr. Trunko has 7+ years of experience in civil engineering design. His experience encompasses site development, highway transportation projects, dam design projects, stormwater management systems and environmental permitting. Mr. Trunko excels in site development and has extensive experience preparing preliminary and final design reports, detailed construction plans, Sanitary sanitary sewer system design, site design, stormwater pollution prevention plans, erosion & sediment control, drainage analysis and design, and providing construction management services.

This team has worked together on numerous projects. Mr. LaBarba and Dan Hampson have worked together on projects that involve both sewer and water system improvements and upgrades. Mr. Hampson and Ms. Pacelli have worked together for over 20 years on many mechanical and electrical engineering projects. Both worked with Excel Engineering prior to that firm being purchased by GPI. Mr. Trunko has been working with Mr. LaBarba on water and sewer projects. In summary, the project team members know each other well and make a good team.

*Resumes of each staff members follows.*

# Henry V. LaBarba, P.E.

## Project Manager

### Professional Profile

Mr. LaBarba has 40 + years of professional engineering experience in planning & design of water & sewer systems, and environmental engineering. He manages designs and supervises engineering staff, technicians and scientists, planning, study, design and implementation of numerous projects in the field of civil/environmental engineering.

Major projects undertaken by Mr. LaBarba include design of municipal and industrial wastewater treatment facilities, reports and studies involving environmental engineering and related technical disciplines, design of water & wastewater systems, and storm water management facilities. His significant projects include project management for major municipal capital improvement projects involving water, sewer & storm water infrastructure; site and infrastructure planning and design for a multitude of municipal, commercial, residential, and private development projects.

Mr. LaBarba's experience also includes project review of proposed site development projects including commercial and residential subdivisions, consultation to Zoning and Planning Boards, Building and Code departments and local government officials. He has served as a municipal consultant in the review of planning and design of infrastructure including water, sanitary collection and treatment, storm systems, road improvements, and sidewalks, provided by engineering firms. He joined GPI 12/2014.

### Project Experience

**Taconic Retreat Center, Milan, NY.** Senior Engineer. The Taconic Retreat Center desires to install a new second well as part of a non-community public water supply system. They also need to upgrade their failing subsurface community wastewater disposal system. This will require a permit from the Dutchess County Department of Health (DOH). Served as prime consultant coordinating all engineering and permit application for development of the new domestic water supply well and new community subsurface sanitary disposal system. Work will include establishing a proper and safe location of for the well, coordinating and observing required well testing for yield and drawdown and submission of well data, water quality test results to the DOH, field soils investigation for the SDS, flow recording to validate system loading requirements, design and detailing for both systems, permitting application and construction observation/certification services. *Client: Taconic Retreat Center, Mr. Paul Bowen, Executive Director; 845.758.8764, paulbowen@taconicrcc.net*

**Grasmere County Inn, Town of Rhinebeck, NY.** Senior Engineer. As Prime Consultant, GPI worked with the applicant on all phases of the project starting with Site Plan and Special Use permit application, completion of technical studies including a Traffic Impact Study; Noise Impact Analysis; Wetlands Impacts Assessment; Water Supply investigation; Wastewater conveyance, treatment and discharge investigation; Master Storm Water Management investigation; Completion of a NYSEQRA GEIS and findings; coordination of Archaeological investigations; coordination of ETR study and wetlands delineation; and completion of preliminary engineered site plans for use in the Special Use Permit application process. *Client: Great Jones Asset Management; Contact: Jonathan Mensch, (845) 876-2064*

### Prior Municipal Firm Experience

**Town of Guilderland Northeast Industrial Park Wastewater Treatment Plant, Guilderland, NY.** Senior Engineer. Project consisted of the planning and design of a new 250,000-gallon per day wastewater treatment facility including flow equalization, extended aeration, final clarification, and ultraviolet disinfection. Tertiary treatment was also designed using sand upflow filters. Aeration compartmentalization was employed using a variety of flow schemes with sluice gates and patterned flow. The facility has won numerous NYSDEC awards for excellence in performance. Existing facilities were also incorporated to provide preliminary treatment and flow control with pumps, valves, and recirculation. A project manual and bid documents were prepared for open bidding and award to a qualified and experience contractor. Construction observation services were also provided and a set of record drawings. *Client: Town of Guilderland, NY; Contract: Anthony Zaccardo, Chief Operator, 518.861.3656*

**Proposed Project Assignment**  
Project Manager/Lead Design Engineer

**Education**  
1972/BS/Environmental Engineering  
1974/ME/Environmental Engineering

**Registrations/Certifications**  
Professional Engineer/NY  
Professional Engineer/MA  
Professional Engineer/VT

**Total Years' Experience: 40**



## Henry V. LaBarba, P.E.

### Project Manager

**Town of East Greenbush and Rensselaer County Water and Sewer Authority, NY.** Planning and design of two new 5.0-million-gallon water storage tanks, an emergency bypass 500-gpm pumping facility, new water metering vaults and installation of new motor drives for three 500-gpm water supply pumps.

**Wastewater Treatment Plant Rehabilitation.** Various improvements were made to the Town of East Greenbush wastewater treatment plant requiring planning and design for a new primary clarifier, effluent ultraviolet disinfection system, grit removal equipment, process piping, and flow system monitoring.

**Sewage Pumping Station Replacement and Rehabilitation.** Planning and design of three existing sewage pump stations to replace aged and undersized facilities in East Greenbush. A 1.5 mgd pumping station was rehabilitated requiring new pumps, valves, equalization controls and SCADA monitoring.

**Sewage Collection System Upgrade and Replacement.** Planning and design of new and replacement sanitary sewers around an urban lake where excessive infiltration due to old and leaking conditions. Related work included road reconstruction.

**Inflow and Infiltration Reduction Program.** Over 25,000-ft of old clay sanitary sewer were lining utilizing "cured in place" sewer liner. Scope of services included; planning, inspection, specifications, project manuals and construction administration.

**Water Quality Improvement Project for Lake and Surrounding Watershed.** Through funding from NYSDEC planned and designed non-point source pollution control (storm water runoff) for Hampton Manor Lake, where new storm water treatment facilities, storm sewers, deep sump catch basins and sediment traps were constructed.

**Town of East Greenbush Capital Improvement Projects.** Chief Engineer. Responsible for \$13M of water, sewer and infrastructure projects.

**Town of East Greenbush, Rensselaer County, NY.** As Town designated engineer for East Greenbush Mr. LaBarba has undertaken numerous tasks in all disciplines of civil and environmental engineering. He worked closely with the Town engineer and Commissioner of Public Works on all projects or issues where planning, decisions and budgeting is of concern. Some of our recent project areas as follows:

*Wastewater pumping stations and treatment plant, modifications, upgrade and rehabilitation.*

*Water system operation, analysis, billing, repairs and expansion*

*Storm water management: MS4 coordinator, site plan review, consulting and implementation of minimum control measures.*

*Administration of large water and sewer improvement projects totaling \$14M over the past five years*

*Design of wastewater treatment facility improvements, sewage pumping stations, and collection system expansion.*

*Administration of long term Inflow and Infiltration reduction plan and sewer system overflow abatement program*

*Team member for Town-wide Generic Environment Impact Statement (EIS) Town of East Greenbush*

**Town of East Greenbush Cured In-place Sanitary Sewer Lining, Sherwood Park, East Greenbush, NY, 2012.** Project Manager. Project consisted of lining approximately 9,050-LF of 8-12 inch gravity sewer found to be in need of rehabilitation by means of cured in-place lining. Other work included manhole rehabilitation, cleaning, point repairs, and maintaining traffic control during the course of construction. Construction Administration and Inspection Services were provided as part of the project scope of services. As Project Manager, he was responsible for the development of the preliminary design plans, final design plans, construction bid documents and provided construction support and inspection services.

**Town of East Greenbush Cured In-place Sanitary Sewer Lining, Prospect Heights, East Greenbush, NY, 2014.** Project Manager. The length of sewer that was rehabilitated included approximately 17,000-LF of gravity sewer. The sewer infrastructure was constructed in the 1950-60's, and was in need of rehabilitation. Readily accessible areas were lined with traditional manhole to manhole methods. Difficult sections located in unmanaged easements were repaired by section specific lining applications without the need for excavation. As Project Manager, he was responsible for the development of the preliminary design plans, final design plans, construction bid documents and provided construction support and inspection services.

# Daniel Hampson, PE

## Vice President | Project Director

### Professional Profile

Mr. Hampson has 35+ years of professional experience in HVAC, plumbing and electrical systems design and project management for educational, commercial, health care, institutional and industrial projects, as well as five years' experience working in the construction industry. In addition to the review of all mechanical and electrical engineering design, Mr. Hampson's responsibilities include project design and management, oversight of GPI's MEP engineering departments, quality control, and marketing. His versatile design solutions consistently match the appropriate systems with the specific needs and budget of each client.

### Project Experience

- New water treatment building & pumping station at town well field, Town of Schodack.
- New electrical service, security lighting & aircraft warning beacons serving new water storage reservoir, Town of Schodack.
- New electrical service with emergency generator backup for water system booster pumping station, Town of Schodack.
- New electrical service, emergency generator backup and security lighting for renovation of district sewer pump station, Town of Schaghticoke.
- Electrical systems for new wastewater treatment plant, water tower & water system booster pumping stations, Fulton County, Johnstown, NY.
- Wastewater pump station electrical system upgrades, Gurba Estates / Riverside II Pump Station, Town of Stillwater.
- Electrical systems for new waste water pump stations for town-wide central sanitary sewer system, Town of Hillsdale.
- Electrical systems for water pump station upgrades, Village of Millbrook.
- Installation of new emergency generators at Fire House Nos. 1, 7, 9 and 11, City of Albany, NY.
- Mechanical & electrical improvements including new air handlers, heating & air conditioning equipment, emergency generators & energy management system at Department of General Services, Albany Justice Building, Traffic Safety Building, Engine No. 9 & 10 Fire Stations, Washington Park Lake House & Swinburne Park Skating Rink, City of Albany.
- Installation of new emergency generators at Fire House Nos. 1, 7, 9 and 11, City of Albany, NY.
- Steam boiler replacement at Fire House No. 9, City of Albany, NY.
- Hydronic boiler replacement at the Washington Park Lake House, City of Albany, NY.
- HVAC improvements at the Albany Visitor's Center Building, City of Albany, NY.
- New 11,000-ft<sup>2</sup> seven-bay Fire Station with three drive-through bays, sleeping quarters, kitchen facilities, banquet and meeting rooms and offices, East Putnam, CT.
- Initial design of new 37,000-ft<sup>2</sup> emergency facility with 10 apparatus bays, sleeping quarters, kitchen, exercise, meeting & office spaces, New Fire Headquarters, Peekskill, NY.
- New 2,600-ft<sup>2</sup> police station, Rhinebeck, NY.
- Renovations including new HVAC units and electrical upgrades, West Crescent Fire Station, Halfmoon, NY.
- New 30,000-ft<sup>2</sup> Fire Station, Troy, NY.
- South Station Police Facility renovations included new HVAC units, new lighting and electrical upgrades and plumbing improvements, Albany, NY.
- New 5,600-ft<sup>2</sup> Johnstown Area Volunteer Ambulance Facility.
- New 14,000-ft<sup>2</sup> Malta Ambulance Facility.
- 3,300-ft<sup>2</sup> addition to Wynantskill Volunteer Fire Department.

### Proposed Project Assignment

Lead Mechanical Engineer

### Education

1982/BS/Mechanical Engineering

### Registrations/Certifications

1987/Professional Engineer/NY

Professional Engineer/VT

Professional Engineer/CT

Professional Engineer/NJ

Professional Engineer/MA

**Total Years' Experience** 35

# Ann S. Pacelli

## Assistant Vice President | Electrical Designer

### Professional Profile

Ms. Pacelli brings 26+ years of experience in the fields of electrical systems design and estimating on educational, commercial, health care and small industrial projects. Her responsibilities at GPI include all phases of design of electrical systems, including power, lighting, fire alarm and communication systems, as well as field investigations, project coordination and construction administration. Throughout the design process, Ms. Pacelli's practical experience as an electrical estimator and electrician at previous firms and her project management skills are assets to our electrical department and our clients.

### Proposed Project Assignment

Electrical Engineer

### Education

1989-1991/AOS Assoc. /Occupational Studies in Electrical Construction & Maintenance

1988-1989/Electrical Construction & Maintenance Vocational Program

**Total Years' Experience 25**

### Project Experience

- Mechanical & electrical improvements including new air handlers, heating & air conditioning equipment, emergency generators & energy management system at Department of General Services, Albany Justice Building, Traffic Safety Building, Engine No. 9 & 10 Fire Stations, Washington Park Lake House & Swinburne Park Skating Rink, City of Albany, NY.
- Tenant fit-up and base building design review of 110,000-ft<sup>2</sup> LEED-based office, Latham, NY.
- Major renovations of 66,000-ft<sup>2</sup> office building including 250KW diesel generator for 24/7 operations for The AYCO Company, Albany, NY.
- New 216,000-ft<sup>2</sup> Capital View Plaza for Office of Child and Family Services.
- South Station Police Facility renovations included new HVAC units, new lighting and electrical upgrades and plumbing improvements, City of Albany, NY.
- Engineering design for renovations to Valatie Theater originally opened as opera house in 1921; design included replacement of heating & air conditioning equipment, electrical systems, stage lighting, audio equipment and plumbing, Valatie, NY.
- Extensive electrical engineering audit and evaluation of existing Albany Medical Center hospital and college emergency power distribution system. The audit included a complete code compliant analysis, deficiency correction measures and recommendations from the Central Generator Plant to receptacles and lights on every floor.
- Design of energy efficient LED Streetscape lighting along both sides of Main Street in Prattsville, NY.
- Design of LED parking lot and pathway lighting associated with numerous Rite Aid stores.
- Design of new LED roadway lighting at the VA Hospital in Albany, NY.
- Enclosed the front of the Albany County Civic Center to provide a comfortable year round area for patrons to gather before arena events. The space provides a place where vendors can set up for informal gatherings independent of arena events. A new façade was created with large LED displays to inform the public of upcoming events while presenting a fresh new look.
- New roof-top Emergency MedVac Heliport, including aviation lights designed to allow pilots to control landing light levels from helicopters, Albany Medical Center.
- District-wide projects, including electrical service upgrade and/or replacement at twelve schools Clarkstown Central School District, New City, NY
- New 52,000-ft<sup>2</sup> orthopedic surgery and medical office building, including 8 new operating rooms, designed to LEED Silver standards, Berkshire Medical Center.
- Addition and renovations of existing space for bio-waste reduction, Albany Medical Center.
- District-wide renovations, new electric service at all schools, replacement of 2 unit sub-stations, wireless Apple iMac computers utilized throughout MS/HS building, new site, parking lot, sports field and scoreboard lighting at MS/HS, High School gymnasiums feature energy-efficient, T5 high-bay lights, replacement of fire alarm and sound systems throughout , rewiring throughout to accommodate technology upgrades, Schalmont Central School District

## Ryan J. Trunko, P.E.

### Project Engineer

#### Professional Profile

Mr. Trunko has 7+ years of experience in civil engineering design. His experience encompasses site development, highway transportation projects, dam design projects, stormwater management systems and environmental permitting. Mr. Trunko excels in site development and has extensive experience preparing preliminary and final design reports, detailed construction plans, Stormwater Pollution Prevention Plans, Erosion & Sediment Control, drainage analysis and design, and providing construction management services. Technical skills include AutoCAD Civil 3D, Microstation, HydroCAD, ArcGIS and Microsoft Office.

#### Proposed Project Assignment

Project Engineer

#### Education

2008/BS/Civil Engineering/Worcester  
Polytechnic Institute

#### Registration/Certifications

2014/Professional Engineer/NY

**Total Years' Experience: 7**

#### Project Experience

##### **GPI/Greenman-Pedersen, Inc.**

**Taconic Retreat Center, Milan, NY.** Project Engineer. The Taconic Retreat Center desires to install a new second well as part of a non-community public water supply system. They also need to upgrade their failing subsurface community wastewater disposal system. This will require a permit from the Dutchess County Department of Health (DOH). Served as prime consultant coordinating all engineering and permit application for development of the new domestic water supply well and new community subsurface sanitary disposal system. Work will include establishing a proper and safe location of for the well, coordinating and observing required well testing for yield and drawdown and submission of well data, water quality test results to the DOH, field soils investigation for the SDS, flow recording to validate system loading requirements, design and detailing for both systems, permitting application and construction observation/certification services. *Client: Taconic Retreat Center, Mr. Paul Bowen, Executive Director; 845.758.8764, paulbowen@taconicrcc.net*

**Saint Peter's Health Partners (SPHP)-Troy MFP Implementation Project, City of Troy, NY.** Project Engineer/Designer. This \$99+M project is the largest phase in the Strategic Facilities Master Plan implementation for the St. Peter's Health Partners, Samaritan Hospital of Troy, NY improvements. The project includes the development of a new 150,000-ft<sup>2</sup> pavilion that will house a new ER, additional surgery space and a patient room tower. Site work also includes a 550-space parking garage, reconfiguration of street entrances, on-site pedestrian accommodations, utility upgrades, landscape improvements, and site lighting. Responsible for all site design and engineering, utility upgrades and modifications, drainage analysis and design, and Stormwater Pollution Prevention Plan. *Client: Freeman White Architects, Chris D. Richardson, ALA, Principal, (704) 523-2230.*

**Burnt Hills-Ballston Lake CSD.** Project Engineer/Designer. The project includes exterior improvements including new bus staging areas, parent drop off's, teacher and staff parking, event based parking and related infrastructure and utility upgrades and modifications for multiple schools. The work at the O'Rourke middle school includes a full reconstruction and reconfiguration of the main parking lot with the addition of a new Parent drop off loop, modified parking configuration, improvements to green space and related stormwater management upgrades. The work at the Steven's Elementary School includes the creation of a new segregated parent drop off loop, new interconnecting covered walkway and sidewalk system, overflow parking and multi-use paved play area, removal of an outdated maintenance building, and improvements to the teacher parking lot. Responsible for all site design and engineering, utility upgrades and modifications, drainage analysis and design, and Stormwater Pollution Prevention Plan for both sites. *Client: Michael Fanning, Mosaic Associates, Architects, (518) 479-4000 x419.*

##### **Halfmoon Connection Trail from Champlain Canal Trail to NYS Route 4&32, Town of Halfmoon, NY.**

Project Engineer/Designer. This project involves the construction of a paved ten foot wide, 1,500+/- linear foot multi-use trail from Lighthouse Park to Champlain Canal Trail. He was responsible for developing all plans and details needed to construct the trail, which included geometric design of the trail, two roadway crossings, an at-grade railroad crossing and new parking area. *Client: Elan Planning, Design and Landscape Architecture, PLLC; Ryan Berry, RLA, (518) 306-3702 x18.*

## **Ryan J. Trunko, P.E.**

### **Project Engineer**

**Grasmere County Inn. Town of Rhinebeck, NY.** Project Engineer/Designer. This project includes the transformation of an historic 1774 Manor House and accompanying buildings into a luxurious resort including a boutique hotel, stand-alone “eco-cabins”, spa facility and a top restaurant. Site improvements on this forty acre estate will include 3 entranceway modifications, guest parking lots, paved roadways throughout the resort, extensive landscaping, updated utilities and an on-site wastewater treatment plant. Responsible for the Master Storm Water Management investigation, roadway and site circulation design, and completion of preliminary engineered site plans for use in the Special Use Permit application process. He also assisted in completing the Traffic Impact Study and wastewater conveyance, treatment and discharge investigation. *Client: Great Jones Asset Management; Contact: Jonathan Mensch, (845) 876-2064.*

**Hope House, Inc. Phase II Development, City of Albany, NY.** Project Engineer/Designer. This private development project involves construction of a 9,800-ft<sup>2</sup> two-story adolescent facility and 4,800-ft<sup>2</sup> multi-purpose building with paved driveways, parking areas, as well as storm water management infrastructure, water supply and sewage collection systems. Was responsible for all site design and engineering, utility upgrades and modifications, drainage analysis, and design of a custom stormwater treatment pond for the development of Final Construction Plans. He was also responsible for the development on the Stormwater Pollution Prevention Plan, Sanitary Sewer Facilities Report, Water Facility Report, and construction administration services. *Project is currently in construction. Client: Kevin Connally, Hope House, Inc. (518) 482-4673.*

**11 Anderson Drive Site Drainage Improvements, City of Albany, NY.** Project Engineer/Designer. Project was initiated to analyze and correct on-site drainage issues which caused flooding inside the building. Flooding was mitigated through the installation of a custom designed drainage ditch that collected and discharged stormwater away from the building to a rip-rap pool before entering the municipal stormwater system. Responsible for all site design and engineering, drainage analysis and design, permitting and the preparation of Final Construction Plans. *Client: Woody Pendergast, GE Power and Water (518) 348-3377.*

**Site Design of the Golub Corporation Data Center, Town of Rotterdam, NY.** Project Engineer. Responsible for conducting the preliminary and final site design of a new Data Center. Site design included the site layout with a driveway, paved parking lot and building location, grading, utilities, landscaping and a stormwater management system. A Stormwater Management Plan and Stormwater Pollution Prevention Plan (SWPPP) was also developed as part of the scope of the project. Stormwater management practices included the use of two (2) separate custom linear stormwater chambers to provide for subsurface stormwater disposal, since offsite drainage was not allowed. *Client: Golub Corporation*

**Site Design of Saratoga Recreational Center, City of Saratoga Springs, NY.** Project Engineer. Responsible for developing drainage and utility plans, details and specifications, and a Stormwater Pollution Prevention Plan (SWPPP) for a new indoor recreational center on approximately four acres. Stormwater management practices included the use of a custom stormwater chamber system to provide for subsurface stormwater disposal since offsite drainage was not allowed. Mr. Trunko was responsible for the site grading, stormwater system design and preparation of the Stormwater Management Report and SWPPP. Professional services completed 2009 and construction 2010. *Client: Synthesis LLP*

**Site Design of the Town of Brunswick Municipal Center Expansion, Town of Brunswick, NY.** Project Engineer. Responsible for the preliminary and final site design of a parking lot expansion for the Town Municipal Center. Site design included the site layout with a gravel parking lot, grading, landscaping and a stormwater management system. A Stormwater Management Plan and Stormwater Pollution Prevention Plan (SWPPP) were also developed as part of the scope of the project. Stormwater management practices included the use of a rain garden to attenuate additional stormwater runoff. A NYS Department of Conservation Green Infrastructure practice of Soil Restoration was utilized to reduce stormwater runoff directed towards a stream adjacent to the site.

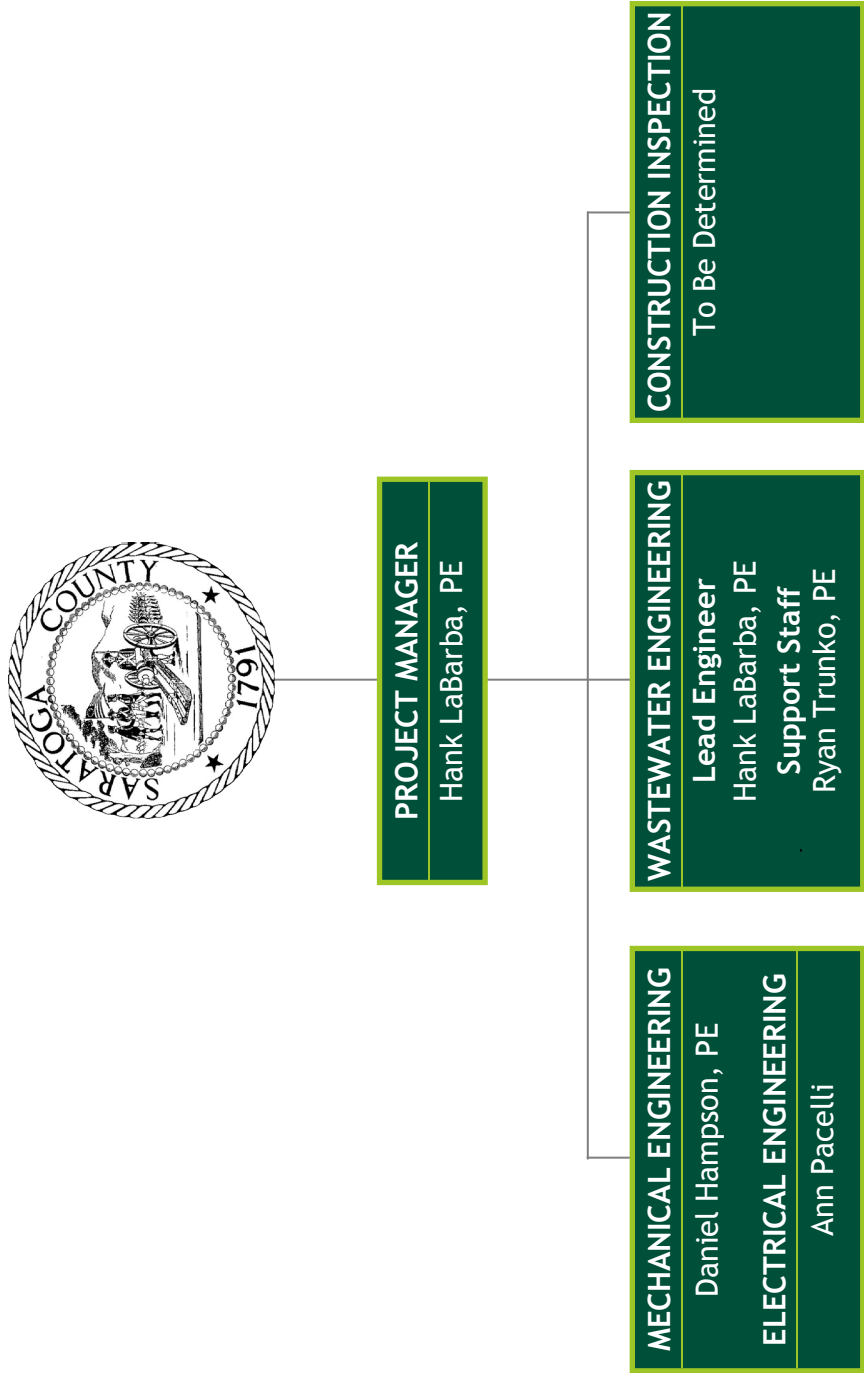


## SECTION 5

---

### Project Organizational Chart

# Organization Chart



# SECTION 6

---

## References



## References

---

The following clients can provide an overall review of GPI's experience:

**Mr. Jack Conway, Supervisor**

**Town of East Greenbush**

225 Columbia Turnpike, Rensselaer, NY 12144

e-mail: [jconway@eastgreenbush.org](mailto:jconway@eastgreenbush.org); p: 518.477.4775

**Mr. Scott Gallerie, Sr., Commissioner of Public Works**

**Town of East Greenbush**

225 Columbia Turnpike, Rensselaer, NY 12144

e-mail: [sgallerie@eastgreenbush.org](mailto:sgallerie@eastgreenbush.org); p: 518.477.6103

**Mr. Charles William**

**City of Albany Dept. of General Services**

One Conners Blvd, Albany, NY 12204

e-mail: [willic@ci.albany.ny.us](mailto:willic@ci.albany.ny.us); p: 518.434.5675

**Mr. Brian Cunningham**

**Ulster County Buildings and Grounds**

313 Shamrock Lane, Kingston, NY 12401

e-mail: [bcun@co.ulster.ny.us](mailto:bcun@co.ulster.ny.us); p: 845.340.3975

**Mr. Grant Eaton**

**Saratoga County Sewer District #1**

1002 Hudson River Road, Mechanicville, NY 12118

e-mail: [GEaton@saratogacountyny.gov](mailto:GEaton@saratogacountyny.gov); p: 518.664.7396

# SECTION 7

---

Cost

## Cost

---

All engineering cost which is quoted as part of this proposal will be lump sum not to exceed amount. The cost stated below includes all expenses such as printing costs, photocopying, and travel. A manpower estimate is provided herein and is broken down for design. Below is a summary of costs:

### DESIGN AND CONSTRUCTION ADMINISTRATION

Total lump sum amount = \$56,000.00. Refer to the spreadsheet that denotes staffing and number of hours proposed for this effort.

### CONSTRUCTION OBSERVATION

Total hours estimated for Construction Observation is as follows:

- ◀ Assume 2.5 days average per week for one Observer at an average of 4 hours/visit
- ◀ Assume 10 weeks total construction duration
- ◀ Hourly Rate = \$90/hour

Total anticipated cost = 2.5 x 4 hours x 10 weeks x \$95/hour = \$9,500.00

### TOTAL

The total amount for entire project is – \$65,500.00

## CONSULTANT FEE WORKSHEET

Project No.

**Proposal**

Project Description: <i>(Project Title, Facility Name and Address)</i>		Task						Date: 8/3/2017	
Sanitary Wastewater Pump Station Upgrades City of Saratoga Springs		The cost includes gathering and review of information, developing preliminary design plans, final design plans, and construction administration services.						Phase:	
								Agency:	
								Prepared By: Fred Mastroianni	
<b>Breakdown of Tasks</b>									
Task Description	Employee Hours per Task								
	Employee Title	PIC	Project Manager	Mechanical Engineer	Electrical Engineer	Project Engineer	CADD Technician		Total Hours
Meetings		1.50	12.00						13.50
Review of Existing Documents			12.00	8.00	8.00				28.00
Field Inspection of the Pump Stations			16.00	16.00					32.00
30% Design, Specifications and Cost Estimate		1.00	8.00	80.00	16.00	12.00			117.00
60% Design, Specifications and Cost Estimate		1.00	8.00	60.00	16.00	12.00			97.00
95% Design, Specifications and Cost estimate		1.00	4.00	24.00	8.00	12.00			49.00
100% Design, Specifications and Cost Estimate		1.00	2.00	13.00	4.00	2.00			22.00
Construction Documents		1.00	8.00	12.00	12.00	24.00			57.00
Bidding Services			12.00	2.00	2.00				16.00
Construction Administration			24.00	8.00	4.00	2.00			38.00
<b>Subtotal Employee Hours</b>		6.50	106.00	223.00	70.00	64.00	0.00	0.00	469.50
<b>x Hourly Rate</b>		\$185.00	\$125.00	\$110.00	\$155.00	\$90.00			
<b>Total Direct Cost</b>		\$1,202.50	\$13,250.00	\$24,530.00	\$10,850.00	\$5,760.00	\$0.00	\$0.00	\$55,592.50
<b>x Multiplier</b>									1.00
<b>Total Personnel Days</b>		58.6875	<b>Total Labor Cost</b>						\$55,592.50
<b>Contingency</b>									0%
									\$0.00
<b>Reimbursable Expenses: (when required)</b>									
		<b>No.</b>		<b>Contract Rate</b>					
<b>Mileage:</b>	Estimated miles at Contract rate.	6	60 miles @	\$0.50					\$180.00
<b>Lodging:</b>	At Contract per diem rates for the location of the facility.	0	night(s) @						\$0.00
<b>Meals:</b>	At Contract per diem rates for the location of the facility.	0	overnight(s) @						\$0.00
<b>Other Allowable Expenses:</b> Identify expenses below.									
<b>A.</b>	Cost to reproduce hard copies of the plans and specifications								\$200.00
<b>B.</b>									
<b>C.</b>									
<b>Total Reimbursable Expenses</b>									\$380.00
<b>Total Lump Sum Fee</b>									\$55,972.50

## SECTION 8

---

### City of Saratoga Springs Requested Documents



## **Bidders Submittal Instructions**

### **BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:**

**Step One:** You MUST execute and include the following documents with your response:

- Your response to the RFP in question (Include 2 Originals)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
  - **Including Worker's Compensation Certificate**
  - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

***FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO IMMEDIATE RFP DISQUALIFICATION.***

**Step Two:** Enclose your bid in a sealed envelope marked:

**RFP #: 2017-07 – Professional Services – Sanitary Wastewater Pump Station Upgrades**

**Name of Bidder:** GPI/Greenman-Pedersen, Inc.

**Bid Opening: Tuesday, August 8<sup>th</sup>, 2017 at 2:00 p.m.**

**Step Three:** Please return your response to this RFP to the following address:

**City of Saratoga Springs  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866**



## **Statement of Specifications**

### **Professional Services for the Sanitary Wastewater Pump Station Upgrades Project**

The City of Saratoga Springs seek is seeking Proposals for Professional Services for the Design and Construction Related Services for the upgrade of four (4) Sanitary Wastewater Pump Stations. These stations are in order of priority, Lexington Avenue, Lake Avenue, Buff Road, and West Circular Street. The condition of these stations is described in the attached Preliminary Engineering Report and associated Schematics & Appendices by CT Male and MJELS from August 2014

The City seeks an Engineering Consultant to complete construction plans, updated cost estimates and specifications for bidding the Project, and Provide Construction Administration and Observation Services through Project Completion.

The Consultant's Scope of Services is as follows:

1. Attend a Kickoff meeting with the City Engineer and Pump Station Operational Staff to discuss the Project.
2. Review existing plans and information as available.
3. Make a field inspection of all existing pump stations.
4. Provide a Schematic Design report (30% complete with cost estimates) 60% and 95% Complete Design Plans & Specifications for City Review. Incorporate City Comments. Provide Construction Cost Estimates updated at each design review milestone. Project meetings at the 60 and 95% Design review milestones are anticipated. The City will provide the front end/Contract Documents. It is anticipated that the Project Drawings, specs and Bid Form for the Project are to provide for the Base Bid of Lexington and Lake Avenue Upgrades, plus Add Alternates for Buff Road and West Circular Street
5. Provide Bidding Services for Project.
6. Provide Construction Administration Services for Project.
7. Provide Construction Observation Services for Project. It is expected that 2 to 3 site visits per week will be required during construction.
8. Provide review and certification of record drawings provided by the Contractor.

#### **Proposal Submission Requirements:**

Submit a written proposal for the Project with your firm's introduction, your project approach, your experience with similar projects and 3 references, the key personnel that will work on the project, a Project Organization Chart, and a staffing chart with number of hours and billing rate for staff working on the Project. Provide a lump sum cost with hourly estimates through Construction Administration. For Construction Observation, provide an estimate of the hours required, your inspection rate, and associated expenses. Total this number for Construction Observation separately, as this will be hourly.

Proposals will be evaluated on Project Approach, Experience with Similar Projects, and Overall Cost. Previous Reports and Information for reference are included accompanying this RFP.

There will be a pre-proposal meeting for the Project at the City Engineer's Office in City Hall, 474 Broadway, Saratoga Springs, NY on Tuesday July 25th at 11:00am.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES: \$ 65,500.00

TOTAL BID WRITTEN: Sixty five thousand, five hundred dollars and zero cents.

COMPANY NAME: GPI/Greenman-Pedersen, Inc.

ADDRESS: 80 Wolf Road, Suite 300

Albany NY 12205 Phone No. (518) 453 - 9431  
(City) (State) (Zip)

E-MAIL ADDRESS: fmastroianni@gpinet.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Fred Mastroianni

TITLE: Vice President DATE: 08/07/17





**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: Fred C. Mastroianni Print Name: Fred Mastroianni

Title: Vice President Date: 08/07/17

Company: GPI/Greenman-Pedersen, Inc. Address: 80 Wolf Road, Suite 300, Albany, NY 12205

Subscribed to under penalty of perjury under the laws of the State of New York, this 7th day of August, 2017 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: Fred C. Mastroianni Printed name: Fred Mastroianni

Title: Vice President Date: 08/07/17

Company Name: GPI/Greenman-Pedersen, Inc.

Company Address: 80 Wolf Road, Suite 300, Albany, NY 12205



## 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: 2017-07 \_\_\_\_\_ City Project Name: 2017 WW PS Upgrades \_\_\_\_\_ Prevailing Wage Project No.: NA  
 City Department: DPW \_\_\_\_\_ Department Contact Person: Tim Wales \_\_\_\_\_ City Ext. 2621 \_\_\_\_\_  
 Company Name: GPI/Greenman-Pedersen, Inc. \_\_\_\_\_  
 Company Address: 80 Wolf Road, Suite 300, Albany, NY 12205 \_\_\_\_\_  
 Company Telephone No.: 518.453.9431 \_\_\_\_\_ Company Fax No.: n/a \_\_\_\_\_  
 Consultant Primary Contact for This Project: Fred Mastroianni \_\_\_\_\_ Title: Vice President \_\_\_\_\_

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: Fred C. Martin Date: 08/07/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/04/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> KARL HUCKE	
	<b>PHONE (A/C, No., Ext):</b> 516-869-8788	<b>FAX (A/C, No):</b> 1-516-706-2973
<b>INSURED</b> GREENMAN Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702	<b>E-MAIL ADDRESS:</b> mbuonomo@genattgrp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AGCS Marine Insurance Company	
	<b>INSURER B:</b> Liberty Insurance Corp	
	<b>INSURER C:</b> Ironshore Indemnity Inc	
	<b>INSURER D:</b> First Liberty Insurance Corp	
<b>INSURER E:</b> Liberty Mutual Fire Insurance Co.		
<b>INSURER F:</b> L.M. Insurance Corp. & Affiliates I		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:** 2051084159**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			TB6Z11260851014	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2Z11260851264	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7Z11260851024	12/31/2016	12/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WA5Z1D260851254	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Property Professional Liability			MXI93055344 001546101	12/31/2016 6/30/2016	12/31/2017 6/30/2018	Valuable Papers \$150,000 Each Claim \$5,000,000 Aggregate \$10,000,000

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

\*WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY\* FOREGOING PER POLICY FORM

EVIDENCE OF INSURANCE

**CERTIFICATE HOLDER****CANCELLATION** 30 day notice applies

EVIDENCE OF INSURANCE * * * * *	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

# GPI

**Many Talents One Firm**



## City of Saratoga Springs, NY Contract

City Project Number: 2017-07 City Project Name: Sanitary Wastewater Pump Station Upgrades  
 City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. 2621  
 Company Name: Greenman Pedersen Inc.  
 Company Address: 80 Wolf Road, Suite 300, Albany, NY 12205  
 Company Telephone No.: 518-453-9431 Company Fax No.: \_\_\_\_\_  
 Vendor and/or Service Provider Primary Contact: Fred Mastroianni, PE Title: Vice President  
 Primary Contact Email: fmastroianni@gpinet.com  
 Service to be Provided: Professional Engineering Services as described in 8-8-2017 Proposal  
 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 Professional Services – Sanitary Wastewater Pump Station Upgrades, the Vendor and/or Service Provider submitted proposals dated August 8, 2017 (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 December 31, 2020. 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 \$65,500, 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 Commissioner of Public Works 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 Fred Mastroianni, PE. 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:** Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
**With a copy to:** City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866  
**To Vendor and/or Service Provider:** Greenman Pedersen, Inc., 80 Wolf Road, Suite 300, Albany, NY 12205
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 whose total value is between Zero and \$100,000:
- **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:** One Million Dollars per Occurrence 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. For projects whose total value is between \$100,000 and \$500,000:
- **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:** Three Million Dollars per Occurrence 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.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **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; 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.
- D. 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.
- E. 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 contract 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: P. Fa. Th Date: 8/31/2017

Print Name: Peter Fa. Th Title: Vice President

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: \_\_\_\_\_

**Request for Certification of Sufficient Funds**

Submittal Date: 8/31/2017

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

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

Vendor: Greenman-Pedersen, Inc.

Project:

Waste Water Pump Station Upgrades (Lexington, Buff. W. Circuit)  
Design Services



Appropriation - Current Budget Expense Org/Object/Proj(s): H3638122 52000 1183

Amount Requested for Approval \$65,500.00

Current Amount Available: \$790,703.48

Transfer/Amendment Pending:

Transfer/Amendment Date

*Anthony J. Simon*  
Department Head Signature

*8/31/17*  
Date

**Certification of Sufficient Funds**

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

*Michael W. Clark-Madigan*  
Commissioner of Finance

*9/8/17*  
Approval Date

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Barton & Loguidice, DPC, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 10 Airline Drive, Suite 200, Albany, NY 12205,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

**Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

**Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance:** One Million Dollars per Occurrence with Two Million Dollars Aggregate *(City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);*
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles



- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an *Additional Insured on a primary and non-contributory* basis for all those activities performed within its contracted activities for the contract as executed.

#### **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

#### **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at:

Barton & Lysidice  
Attn: President  
443 Electronics Parkway  
Liverpool, New York 13088

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant Barton & Loguidice, DPC

By: Donald H. Fletcher

Name: Donald H. Fletcher

Title: Vice President

Sworn to before me this 13<sup>th</sup> day of

September, 20 17

Oriana J. Farella

Notary Public, State of New York

**ORIANA J. FARELLA**  
Notary Public, State of New York  
No. 01FA6198150  
Qualified in Schenectady County  
Commission Expires December 15, 2020



**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: \_\_\_\_\_ City Project Name: Engineering Services Prevailing Wage Project No.: \_\_\_\_\_  
City Department: Engineering Department Contact Person: Timothy Wales, P.E. City Ext. \_\_\_\_\_  
Company Name: Barton & Loguidice, D.P.C.  
Company Address: 10 Airline Drive, Suite 200, Albany, New York 12205  
Company Telephone No.: (518) 218 1801 Company Fax No.: (518) 218 1805  
Consultant Primary Contact for This Project: Donald H. Fletcher Title: Vice President

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: August 10, 2017



### 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: [Signature] Printed name: Donald H. Fletcher

Title: Vice President Date: August 10, 2017

Company Name: Barton & Loguidice, D.P.C.

Company Address: 10 Airline Drive, Suite 200, Albany, New York 12205

BARTO-4  
CERTIFICATE OF LIABILITY INSURANCE

OP ID: SM

DATE (MM/DD/YYYY)  
04/13/2017

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).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Both Rumble		<b>CONTACT</b> NAME: PHONE (A/C No, Ext): 585-385-0428 FAX (A/C No): 585-662-5755 E-MAIL: smiller@poole-ny.com
<b>INSURED</b> Barton & Loguidice, D.P.C. Barton & Loguidice Engineers, PLLC Barton & Loguidice, P.C. 443 Electronics Parkway Liverpool, NY 13088		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Fire Ins. Co. NAIC # 20478 INSURER B: Valley Forge Insurance Company 20508 INSURER C: Continental Insurance Company 35289 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Business Owners CENT. AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	X	6017222821	04/24/2017	04/24/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	6017222852	04/24/2017	04/24/2018	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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	6017222849	04/24/2017	04/24/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6017222835	04/24/2017	04/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The above listed policies include 30-day notice of cancellation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

## CERTIFICATE HOLDER

SARAT-5

City of Saratoga Springs  
Office of Risk and Safety  
Management  
474 Broadway  
Saratoga Springs, NY 12866

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





BARTO-4

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

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).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		585-385-0428		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL: smiller@poole-ny.com	
<b>INSURED</b> Barton & Loguidice, D.P.C. Barton & Loguidice Engineers, LLC Barton & Loguidice, P.C. 443 Electronics Parkway Liverpool, NY 13088		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Liberty International Underwri INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19917	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/PROP AGG \$
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS MADE					AGGREGATE \$
	DED RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
A	Prof. Liability		AEE197293-0117	07/20/2017	07/20/2018	E.L. DISEASE - POLICY LIMIT \$
	Pollution Liability		AEE197293-0117	07/20/2017	07/20/2018	PER CLAIM 2,000,000
						AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Includes 30-day notice of cancellation.

## CERTIFICATE HOLDER

SARAT-5

City of Saratoga Springs  
Office of Risk and Safety  
Management  
City Hall, 474 Broadway  
Saratoga Springs, NY 12866

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and The Chazen Companies, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 547 River Street, Troy, NY 12180.

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance:** One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

## **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

## **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or



termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at:

547 River Street  
Troy NY 12180

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant

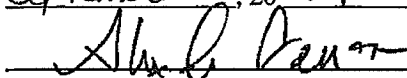
By:  \_\_\_\_\_

Name: JOSEPH M. LANDO, PE

Title: VP ENGINEERING

Sworn to before me this 13 day of

September, 20 17



Notary Public, State of New York

Alexandra Crenson  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01CR8302831  
Qualified in Saratoga County  
Commission Expires May 5, 2018



## 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: [Signature] Printed name: JOSEPH M. LANNED, JR.

Title: VP ENGINEERING Date: 8.11.17

Company Name: The Chazen Companies

Company Address: 547 River Street, Troy, New York 12180



**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: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
 City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext.: \_\_\_\_\_  
 Company Name: The Chazen Companies  
 Company Address: 547 River Street, Troy, New York 12180  
 Company Telephone No.: 518-273-0055 Company Fax No.: 518-273-8391  
 Consultant Primary Contact for This Project: Joseph Lonaro Title: Sr. Principal, Vice President  
Engineering 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 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 contract 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: 8.11.17

JOSEPH M. LEWIS



CHAZE-2

OP ID: SG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2017

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 Ralph V Ellis Insurance Agency 85 Civic Center Plaza Ste 102 Poughkeepsie, NY 12601 John H. Smith, Jr.	845-485-6300	CONTACT NAME Karla Jerry	PHONE (A/C, No, Ext): 845-485-6300	FAX (A/C, No): 845-485-6603
		E-MAIL ADDRESS: Kjerry@ralphvellisinc.com		
		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Co		NAIC # 10677
INSURED Chazen Engineering, Land Surveying, and Landscape Architecture Co., D.P.C 21 Fox Street Poughkeepsie, NY 12601		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		EPP 0206228	08/16/2017	08/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 Empl Bene \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0206335	08/16/2017	08/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EPP 0206228	08/16/2017	08/16/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	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 \$

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

The City of Saratoga Springs is listed as additional insured with respect to general liability on a primary and non-contributory basis when required by written contract subject to Blanket Additional Insured endorsement GA233NY 02/07

## CERTIFICATE HOLDER

CITYS-4

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**NOTEPAD**

INSURED'S NAME Chazen Engineering, Land

CHAZE-2  
OP ID: SGPAGE 2  
Date 08/14/2017

Policy is subject to: For General Liability, GA233NY 02/07 Blanket Additional Insureds with waiver of subrogation if required in written contract or written agreement between the named insured and the additional insured subject to policy terms and conditions: GA4094(10/01) Primary & non-contributory as required by written agreement.

A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the declarations, shall apply to each construction project, per Commercial General Liability Coverage Form GA101(12/04). Refer to FORM GA 233 02/07 page 13 of 15 of the form. Conformance to Specific written contract or agreement. It specifies that if the contract requires that coverage for the additional insured must be provided via CG2010 or CG2037, including completed operations and your work. The coverage shall be interpreted as providing the limits and the coverage of the written contract. Refer to endorsement for specific wording and terms and conditions.

For Commercial auto form AA4171 additional insured as required by written contract, AA4172 09/09 Blanket Waiver of subrogation for auto.

For Umbrella, policy subject to US 101UM 12/04 following form for additional insureds and waiver of subrogation if covered or applicable to the underlying insurance.

This certificate does not "alter, expand or otherwise modify the terms of the actual policies



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marshall & Sterling, Inc. 110 Main Street  Poughkeepsie NY 12601		<b>CONTACT</b> NAME: Jessica Stowell PHONE (A/C, No, Ext): (845) 454-0800 FAX (A/C, No): (845) 454-0880 E-MAIL: jstowell@marshallsterling.com ADDRESS: jstowell@marshallsterling.com															
<b>INSURED</b> Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. 21 Fox St Poughkeepsie NY 12601		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Cas Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Continental Casualty Co.</td><td>20443</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Cas Co of Reading PA	20427	INSURER B: Continental Casualty Co.	20443	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American Cas Co of Reading PA	20427																
INSURER B: Continental Casualty Co.	20443																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: CL16122127312

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	599280240	12/31/2016	12/31/2017	<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
B	<b>PROFESSIONAL &amp; POLLUTION LIAB</b>		EEH114083452	12/31/2016	12/31/2017	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**Saratoga Springs City Center Authority  
& City of Saratoga Springs  
522 Broadway  
Saratoga Springs, NY 12866-2247

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

Kevin Viana/JSTOWE

© 1988-2014 ACORD CORPORATION. All rights reserved.





**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b>  Chazen Engineering, Land Surveying, DBA: & Landscape Architecture Co DPC 21 Fox St Poughkeepsie, NY 12601  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e a Wrap-Up Policy)	<b>1b. Business Telephone Number of Insured</b> (845)454-3980  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 141681699
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12566	<b>3a. Name of Insurance Carrier</b> National Fire Insurance Company of Hartford  <b>3b. Policy Number of entity listed in box "1a":</b> 599280240  <b>3c. Policy effective period:</b> 12/31/2016 to 12/31/2017  <b>3d. The Proprietor, Partners or Executive Officers are:</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

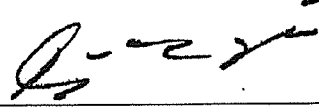
This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kevin A. Viaña  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

  
(Signature)

December 21, 2016  
(Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (845)454-0800

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

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

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

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Clark Patterson, Lee, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 30 Century Hill Drive, Suite 104, Latham, NY 12110,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1.      SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2.      CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate *(City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);*
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

## **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

## **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to



immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at: Matthew T. Smullen, P.E.  
Clark Patterson Lee  
30 Century Hill Drive, Suite 104, Latham, NY 12110

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as **Consultant**

By: Matthew T. Smullen

Name: Matthew T. Smullen, P.E.

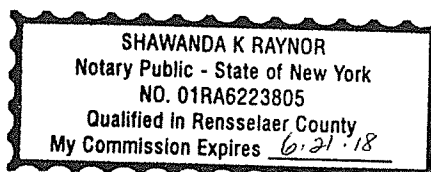
Title: Principal

Sworn to before me this 12<sup>th</sup> day of

September, 20 17

Shawanda K. Raynor

Notary Public, State of NY





## 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: Matthew T. Smullen Printed name: Matthew T. Smullen

Title: Principal Date: 9/12/2017

Company Name: Clark Patterson Lee

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



CLARPAT-01

AKEEFE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2017

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

INSURED

Clark Patterson Engineers, Surveyor and Architects, DPC  
DBA Clark Patterson Lee  
205 St. Paul St., Suite 500  
Rochester, NY 14604-1187

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of CT	25682
INSURER B: Travelers Indemnity Co. of America	25666
INSURER C: Travelers Indemnity Company	25658
INSURER D: Charter Oak Fire Insurance Company	25615
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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:	X		6800554M943	04/22/2017	04/22/2018	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	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	X		BA0557M158	04/22/2017	04/22/2018	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	X		CUP4E958611	04/22/2017	04/22/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follows Form
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8777Y936	04/22/2017	04/22/2018	<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.			6800554M943	04/22/2017	04/22/2018	\$1,000 Ded. 133,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder, its officers, or its employees, if any are named as additional insureds on a primary and non-contributory basis

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

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



CLARK-4

OP ID: INT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): <b>585-385-0428</b> FAX (A/C, No): <b>585-662-5755</b> E-MAIL: ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : XL Specialty Insurance Company</b>	
		<b>NAIC #</b> <b>37885</b>	
<b>INSURED</b> Clark Patterson Engineers, Surveyor, Architects & Landscape Architect, D.P.C. 205 St Paul Street Rochester, NY 14604		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Prof. Liability</b> <b>Pollution Liability</b>			<b>DPR9908932</b> <b>DEDUCTIBLE \$150,000</b>	<b>12/15/2016</b>	<b>12/15/2017</b>	<b>PER CLAIM</b> <b>5,000,000</b> <b>AGGREGATE</b> <b>5,000,000</b>

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

Includes 30-day notice of cancellation.

## CERTIFICATE HOLDER

<b>SARAT-5</b>  City of Saratoga Springs Attn: Marilyn Rivers City Hall, 474 Broadway Saratoga Springs, NY 12866
---

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.



## 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: Edward V Woods Printed name: Edward V Woods  
Title: Managing Partner Date: 9/12/17  
Company Name: Creighton Manning Engineering LLP  
Company Address: 2 Winners Circle, Albany, NY 12205





# 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: \_\_\_\_\_ City Project Name: TDE Program Prevailing Wage Project No.: \_\_\_\_\_  
 City Department: Eng. Department Contact Person: Tim Wale City Ext. \_\_\_\_\_  
 Company Name: Creighton Mapping Engineering, LLC  
 Company Address: 3 Winans Circle, Albany NY 12205  
 Company Telephone No.: 518 446 0396 Company Fax No.: 0397  
 Consultant Primary Contact for This Project: Edward Woods Title: Managing Partner

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/RFO/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: Ed V Walsh Date: 9-12-17

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Creighton Manning Engineering, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 2 Winners Circle, Albany, NY 12205,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State



Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

## **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

## **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or



termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at: Creighton Manning  
2 Winners Circle  
Albany, NY 12205

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant

By: Edward V. Woods

Name: Edward V. Woods

Title: Managing Partner

Sworn to before me this 12<sup>th</sup> day of

September, 2007

Edward V. Kosinski

Notary Public, State of New York

EDWARD V. KOSINSKI  
Notary Public, State of New York  
County of Montgomery  
No. 01-K04862617  
Commission Expires June 23, 2018



CREIMAN-01

LTELLER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2017

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).

<b>PRODUCER</b> Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (518) 244-4245	<b>FAX (A/C, No):</b> (518) 244-4262
<b>INSURED</b>  Creighton Manning Engineering LLP 2 Winners Circle Albany, NY 12205	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Valley Forge Insurance Company</b>	
	<b>INSURER B : The Continental Insurance Company</b>	
	<b>INSURER C : ARCH Insurance Company</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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	X		6043672279	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X		6043672296	12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			6043672315	12/29/2016	12/29/2017	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	6043672301	12/29/2016	12/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Prof. Liability			PAAEP0004102	07/01/2017	07/01/2018	Each Claim 5,000,000
C	Prof. Liability			PAAEP0004102	07/01/2017	07/01/2018	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability: : SB146932E31 6/11 Blanket Additional Insured - Liability Extension; SB300176C31 4/14 Architects, Engineers and Surveyors Liability Extension with Office Pollution Liability Coverage New York forms include Primary Non-Contributory & Waiver of Subrogation

Automobile Liability: CA0001 3/10 Business Auto Coverage Form; SCA23500B31 12/11 New York Extended coverage Endorsement BA Plus form, CA0444 10/13 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation.) G56015B 11-91 Additional Insured Primary and Non-Contributory

Excess & Umbrella Liability: CNA75504XX 3/15 (includes follow form Primary Non-Contributory additional insured & Waiver of Subrogation)

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

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

*John F. Manning Jr.*



AGENCY CUSTOMER ID: CREIMAN-01

LTELLER

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rose & Kiernan, Inc.		NAMED INSURED Creighton Manning Engineering LLP 2 Winners Circle Albany, NY 12205	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Workers Compensation Waiver of Subrogation form: WC000313 4/84

## 2017-2019 CDE Agreement

City of Saratoga Springs is a primary non-contributory additional insured as required by written contract per forms noted.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p>Creighton Manning Engineering, LLP 2 Winners Circle Albany, NY 12205</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured (518) 446-0396</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 45-81560</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1779483</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p><b>City of Saratoga Springs</b> <b>474 Broadway</b> <b>Saratoga Springs, NY 12866</b></p>	<p>3a. Name of Insurance Carrier Valley Forge Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a": 6043672301</p> <p>3c. Policy effective period: December 29, 2016 to December 29, 2017</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Laurie Teller, AAI  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:   
(Signature) 9/12/17  
(Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-244-4214

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

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

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

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





**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

**1a. Legal Name and Address of Insured** (Use street address only)

CREIGHTON MANNING ENGINEERING, LLP  
2 WINNERS CIRCLE  
ALBANY NY 12205

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

**1b. Business Telephone Number of Insured**

(518) 446-0396

**1c. NYS Unemployment Insurance Employer Registration Number of Insured**

**1d. Federal Employer Identification Number of Insured or Social Security Number**

14-1779483

**2. Name and Address of the Entity Requesting Proof of Coverage** (Entity Being Listed as the Certificate Holder)

THE CITY OF SARATOGA SPRINGS  
474 BROADWAY  
SARATOGA SPRINGS NY 12866

**3a. Name of Insurance Carrier**

**The Guardian Life Insurance Company of America**

**3b. Policy Number of entity listed in box "1a":**

00922549-0000

**3c. Policy effective period:**

01/01/2017

to 12/31/2018

**4. Policy Covers:**

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law  
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

*Stuart J. Shaw*

Date Signed: 09/12/2017

By: Stuart J. Shaw, FSA, MAAA

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Vice President, Group Insurance

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.**

## DISABILITY BENEFITS LAW

### §220.Subd. 8

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



## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Greenman-Pedersen, Inc, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 80 Wolf Road, Suite 300 Albany, NY 12205.

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

a. The Consultant represents and covenants that:

- i. It is experienced in performing professional engineering as described in the consultant proposal.
- ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

#### **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

#### **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at:

*Peter Faith - Vice President*  
*GPT - 30 Wolf Road*  
*Albany, NY 12205*

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.



**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant

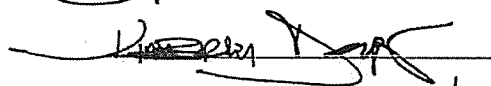
By:  \_\_\_\_\_

Name: Peter Faith

Title: Vice President

Sworn to before me this 12 day of

September, 20 17



Notary Public, State of New York

KIMBERLY K DEMPSEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6303449  
Qualified in Schenectady County  
My Commission Expires May 12, 2018



## 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: Peter Faith Printed name: PETER FAITH

Title: Vice President Date: \_\_\_\_\_

Company Name: Greenman-Pedersen Inc (GPI)

Company Address: 80 Wolf Road, Albany NY 12205



**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: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
 City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
 Company Name: Greenwood Pedersen Inc  
 Company Address: 30 Wolf Road, Albany, NY 12205  
 Company Telephone No.: 518 453-9431 Company Fax No.: 518 453 9455  
 Consultant Primary Contact for This Project: Peter Egan Title: Vice President

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: Peter Raith Date: 8/10/2017  
Peter Raith



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> KARL HUCKE <b>PHONE (A/C, No, Ext):</b> 516-869-8788 <b>E-MAIL ADDRESS:</b> khucke@genattgrp.com <b>FAX (A/C, No):</b> 1-516-706-2973														
<b>INSURED</b> Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Liberty Insurance Corp</td><td>42404</td></tr><tr><td>INSURER B: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER C: Ironshore Indemnity Inc</td><td>23647</td></tr><tr><td>INSURER D: Starr Indemnity &amp; Liability Co</td><td>38318</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corp	42404	INSURER B: AGCS Marine Insurance Company	22837	INSURER C: Ironshore Indemnity Inc	23647	INSURER D: Starr Indemnity & Liability Co	38318	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Insurance Corp	42404														
INSURER B: AGCS Marine Insurance Company	22837														
INSURER C: Ironshore Indemnity Inc	23647														
INSURER D: Starr Indemnity & Liability Co	38318														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1087435647**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			1000025533161	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000198539161	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7611260851026	12/31/2016	12/31/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000002543 1000002541	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B/C	Property Professional Liability			MX193055344 001546102	12/31/2016 6/30/2016	12/31/2017 6/30/2018	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

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

\*WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY\* FOREGOING PER POLICY FORM

RE: City Designated Engineering Services

City of Saratoga Springs is included as additional insured as required by written contract.

Additional Insured Status Encompasses General Liability, Automobile &amp; Umbrella Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile &amp; Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of See Attached...

**CERTIFICATE HOLDER****CANCELLATION** 30 day notice applies

City of Saratoga Springs, New York 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY PG Genatt Group LLC		NAMED INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.



**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name and Address of Insured (Use street address only)

*Greenman-Pedersen, Inc.*

*325 W Main St*

*Babylon, NY 11702*

*Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1b. Business Telephone Number of Insured

631-587-5060

1c. NYS Unemployment Insurance Employer Registration Number of Insured

6652238

1d. Federal Employer Identification Number of Insured or Social Security Number

11 2537074

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

City of Saratoga Springs, New York

474 Broadway

Saratoga Springs, NY 12866

3a. Name of Insurance Carrier

**The Guardian Life Insurance Company of America**

3b. Policy Number of entity listed in box "1a":

00923005-0000

3c. Policy effective period:

01/01/2017

to 01/01/2018

4. Policy Covers:

a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

*Stuart J. Shaw*

Date Signed: 12/22/2016

By: Stuart J. Shaw, FSA, MAAA

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Vice President, Group Insurance

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.**

## DISABILITY BENEFITS LAW

### §220.Subd. 8

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



## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and The LA Group, Landscape Architecture & Engineering, P.C. (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 40 Long Alley, Saratoga Springs, NY 12866,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

**Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

**Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

#### **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, 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 tortuous act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

#### **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at: Director of Engineering  
The LA Group Landscape Architecture and Engineering, P.C.  
40 Long Alley Saratoga Springs NY 12866

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.



**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant

By: [Signature]

Name: Dave Heller

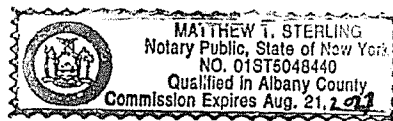
Title: Associate Principal / Director of Engineering

Sworn to before me this 12<sup>th</sup> day of

September, 20 17

[Signature]

Notary Public, State of New York





## 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: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext.: \_\_\_\_\_  
Company Name: The LAGroup Landscape Architecture and Engineering, P.C.  
Company Address: 40 Long Alley Saratoga Springs, NY 12866  
Company Telephone No.: 518-587-8100 Company Fax No.: 518-587-0180  
Consultant Primary Contact for This Project: Douglas B. Heller Title: Associate Principal / Director of Engineering

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: 9/12/17

Client#: 5056

LAGRO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 5185847306 E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Co of SC	
		<b>INSURER B:</b> Travelers Casualty & Surety Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2205480	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S2205480	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2205480	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XOUB4504T19917	01/01/2017	01/01/2018	PER STATUTE 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

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

The City of Saratoga Springs is named as an Additional Insured on a primary and non-contributory basis when required by written contract but only with respect to the Named insured's operations.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
 Attn: Office of Risk & Safety  
 474 Broadway  
 Saratoga Springs, NY 12866

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

*Engene G. Quirk*

© 1988-2014 ACORD CORPORATION. All rights reserved.



LAGRO-2

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2017

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).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Matthew R. Mullard		585-385-0428		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 585-385-0428 <b>FAX (A/C, No):</b> 585-662-5755 <b>E-MAIL ADDRESS:</b> smiller@poole-ny.com	
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>	
<b>INSURER A:</b> XL Specialty Insurance Company				37885	
<b>INSURER B:</b>					
<b>INSURER C:</b>					
<b>INSURER D:</b>					
<b>INSURER E:</b>					
<b>INSURER F:</b>					

<b>INSURED</b> The LA Group Landscape Architecture & Engineering, PC 40 Long Alley Saratoga Springs, NY 12866	
---	--

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

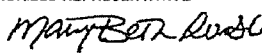
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVDP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	<b>Prof. Liability</b>			DPR9913206	04/30/2017	04/30/2018	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

<b>CITYSA1</b>  City of Saratoga Springs Attn: Office of Risk & Safety 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and Engineering Services, dated as of \_\_\_\_\_, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Ryan Biggs Clark Davis, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 257 Ushers Road, Clifton Park NY 12065,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
- c. The Consultant represents and warrants that:
- i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
  - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
  - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
- d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
- e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State



Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

## **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

## **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

**To the Consultant at:** Ryan Biggs | Clark Davis Engineering and Surveying, D.P.C.  
257 Ushers Road  
Clifton Park, NY 12065

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

as Consultant

By: John C. Healy

Name: John C. Healy

Title: Principal, Vice President

Sworn to before me this 12<sup>th</sup> day of

September, 20 17

Donna M. Matthews

Notary Public, State of NY

DONNA M. MATTHEWS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6330156  
Qualified in Rensselaer County  
My Commission Expires September 08, 2019



### 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: [Signature] Printed name: PAUL A. DAVIS JR

Title: PRINCIPAL Date: 8-10-17

Company Name: RYAN BROS CLARK DAVIS

Company Address: 257 USHERS ROAD CLIFTON PARK NY 12065



**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: \_\_\_\_\_ City Project Name: \_\_\_\_\_ Prevailing Wage Project No.: \_\_\_\_\_  
City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_  
Consultant Primary Contact for This Project: \_\_\_\_\_ Title: \_\_\_\_\_

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 contract 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: \_\_\_\_\_

8.10.17



RYANB1C OP ID: SMS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	<b>CONTACT NAME:</b> Shawn T. Berger	
	<b>PHONE (A/C, No, Ext):</b> 518-465-3591	<b>FAX (A/C, No):</b> 518-465-3968
	<b>E-MAIL ADDRESS:</b> sberger@austin-co.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Ryan Biggs   Clark Davis Engineering & Surveying, PC 257 Ushers Road Clifton Park, NY 12065	<b>INSURER A:</b> Travelers Indemnity Company	25658
	<b>INSURER B:</b> Hartford Insurance Group	29424
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		6809H707533	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 2,000,000	
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	X Business Owners						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000	
	OTHER:						GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
A	AUTOMOBILE LIABILITY			BA2944M511	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	X ANY AUTO						BODILY INJURY (Per person) \$	
	ALL OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$	
	HIRED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$	
	SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/>		\$					
							\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/>		CUP9938Y365	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 5,000,000	
	X EXCESS LIAB <input type="checkbox"/>						CLAIMS-MADE <input type="checkbox"/>	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	01WECZV8283	05/01/2017	05/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

Per Policy Terms, Conditions & Exclusions - City of Saratoga Springs is included as an additional insured on the General Liability policy, on a primary and non-contributory basis, but only with respect to the ongoing operations of the Named Insured, if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



RYANB-1

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Matthew R. Mullard	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 585-385-0428	<b>FAX (A/C, No):</b> 585-662-5755
<b>INSURED</b> RYAN BIGGS   CLARK DAVIS ENGINEERING & SURVEYING, P.C. 257 Ushers Road Clifton Park, NY 12065	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Beazley USA Servs, Inc.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
37540		

## 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
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			V15QJ0171101	01/01/2017	01/01/2018	PER CLAIM 2,000,000
	Pollution Liability						AGGREGATE 2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

CITYSA1

City of Saratoga Springs  
Attn: Marilyn Rivers  
474 Broadway  
Saratoga Springs, NY 12866

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

*Matthew Mullard*

© 1988-2014 ACORD CORPORATION. All rights reserved.

## **AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES**

This Agreement ("Agreement") is for Plan Review and A/E Services, dated as of September 19, 2017 between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of New York, located at 474 Broadway, Saratoga Springs, New York 12866, (hereinafter referred to as "City"), and Mesick Cohen Wilson Baker Architects, (hereinafter referred to as "Consultant") a Corporation organized under the laws of the State of New York, having its principal office at 388 Broadway, Albany, NY 12207,

### **WITNESSETH:**

**WHEREAS**, the City issued a request for qualifications, dated June 23, 2017, from qualified New York State licensed engineering and Architectural firms to advise and consult with the City on Land Use Board Review and Task Order Assignments, as assigned by the City Engineer's Office and Department of Public Works;

**WHEREAS**, the City received statements of qualifications from qualified firms on July 14, 2017;

**WHEREAS**, the City formed a Committee comprised of the City Engineer, the Assistant City Engineer, the Principal Planner, the Building and Zoning Inspector and the Risk & Safety Director to review the qualifications submitted by the responding engineering firms, and each of the submissions were reviewed based on criteria outlined in the Request for Qualifications, and the Committee recommended the Consultant be hired for City designated engineering services.

**WHEREAS**, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

**WHEREAS**, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. SCOPE OF SERVICES.**

Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement. Non escrow funded task orders have a dollar limit not to exceed \$19,999.00

### **Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.**

- a. The Consultant represents and covenants that:
  - i. It is experienced in performing professional engineering as described in the consultant proposal.
  - ii. At all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and NYS engineering and/or architectural

- licenses necessary to perform the services described in the consultant proposal to the City for services to the City's Land Use Boards and occasional engineering projects..
- iii. The Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement.
  - iv. The Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.
- b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, including any subcontractors, are listed in the consultant proposal. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion.
  - c. The Consultant represents and warrants that:
    - i. The Consultant has all requisite power and authority to execute, deliver and perform this Agreement.
    - ii. This Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant.
    - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.
  - d. The Consultant represents and warrants that it will not enter into any agreement for services with any other party with respect to any future projects under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.
  - e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

**Section 3. TERM AND COMPLETION SCHEDULE.**

This two (2) year term Agreement shall commence upon its execution by the Consultant and the City. All work identified in future Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within a schedule identified in the Scope of Services. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended at the discretion of the City and upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

**Section 4. REPORTS; RIGHT TO INSPECT.**

The Consultant shall report to the City as specified in the assigned Scopes of Services. The City and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

**Section 5. STANDARD CLAUSES.**

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement, and are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

Appendix B: Risk and Safety Agreement for Professional Services

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposal dated July 14, 2017.

**Section 6. DELIVERABLES.**

The City shall cooperate with the Consultant in providing those deliverables identified in the assigned Scope of Services for each individual project. In the event that such deliverables are not provided within time frame agreed upon for each project assignment, the Consultant may request an extension.

**Section 7. FEES AND EXPENSES.**

- a. As compensation for the Services performed pursuant to this Agreement, including reasonable expenses consistent with the work assigned and performed, the City shall pay the Consultant its fees and expenses as set forth in the assigned Scope of Services.
- b. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following:
  - i. Travel, except for travel outside of the County of Saratoga, when requested in writing by the City;
  - ii. Meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State

Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

#### **Section 8. PAYMENT.**

- a. Work within the Scope of Services shall be billed monthly. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to the work performed.
- b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services, the City shall pay for services rendered in accordance with the schedule of hourly rates in the consultant proposal. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.
- c. All statements shall provide:
  - i. The name and position of each individual whose time is billed.
  - ii. The billing rate for each individual.
  - iii. The number of hours expended on behalf of the City on any day that the individual performed services for the City.
  - iv. A brief description of the task(s) performed for which time is billed.
  - iv. The total number of hours billed for services rendered to the City by each individual during the billing period.
  - v. Separate billing statements shall be provided for each project assignment.

Copies of detailed documentation substantiating all disbursements and /or out-of-pocket expenses over Twenty Five Dollars (\$25.00) shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the City Engineer. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

#### **Section 9. OWNERSHIP OF DOCUMENTS.**

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the

City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

#### **Section 10. INDEPENDENT STATUS; TAXES.**

- a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.
- b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

#### **Section 11. INSURANCE.**

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, 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 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 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 shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City requires the Consultant name the City as a Certificate Holder and Additional Insured as specified:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles



- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Errors and Omissions Insurance:** One Million per Occurrence with Two Million Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within five business 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. Updated Insurance Certificates must be submitted to the City's Office of Risk & Safety yearly upon expiration of existing filed certificates.

In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

#### **Section 12. INDEMNIFICATION.**

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

#### **Section 13. SAFETY**

The City specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City's legal obligation to continuously provide Consultant's service to the public or the City's 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 shall have the right to

immediately terminate this contract. In the event that the City terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City in re-bidding the work and/or by the increase in cost that results from using a different vendor.

**Section 14. RIGHT TO AUDIT AND RECORDS.**

- a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.
- b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

**Section 15. COMPLIANCE WITH LAW.**

The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

**Section 16. DEFAULTS AND REMEDIES.**

- a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.
- b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

**Section 17. EARLY TERMINATION.**

The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or

termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

**Section 18. NOTICES.**

Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

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

With a Copy to: Secretary to the City Council  
City of Saratoga Springs  
474 Broadway, Saratoga Springs, NY 12866

To the Consultant at: Mesick Cohen Wilson Baker Architects, LLP  
388 Broadway  
Albany, NY 12207

**Section 19. SEVERABILITY.**

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT.**

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 21. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

**Section 22. NO RECOURSE.**

All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

**Section 23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Section 24. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT.**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

**Section 25. HEADINGS.**

The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

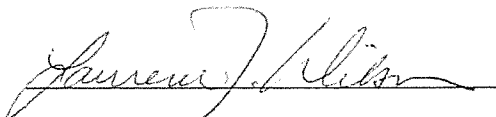
**AGREEMENT FOR CITY DESIGNATED ENGINEERING SERVICES  
CITY OF SARATOGA SPRINGS, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**CITY OF SARATOGA SPRINGS**

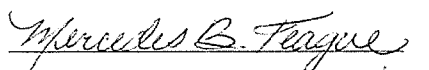
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

as Consultant

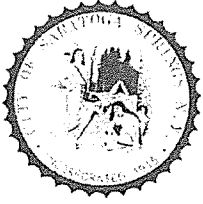
By:   
Name: Laurence Wilson  
Title: Principal

Sworn to before me this 12 day of

September, 20 17

  
Notary Public, State of New York

MERCEDES B TEAGUE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TE6347184  
Qualified In Albany County  
My Commission Expires 08-29-2020



## 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: Laurence Willson Printed name: Laurence Willson

Title: Principal Date: 9/12/2017

Company Name: Mesick Cohen Wilson Baker Architects, LLP

Company Address: 388 Broadway, Albany, NY 12207



## 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)

Designated Engineer - Architect

City Project Number: \_\_\_\_\_ City Project Name: 2017-2019 Prevailing Wage Project No.: \_\_\_\_\_  
 City Department: City Engineer Department Contact Person: Tim Wales City Ext. 2621  
 Company Name: Mesick Cohen Wilson Baker Architects, LLP  
 Company Address: 388 Broadway, Albany, NY 12207  
 Company Telephone No.: 518-433-9394 Company Fax No.: 518-433-9397  
 Consultant Primary Contact for This Project: Laurence Wilson Title: Principal

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

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** 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.

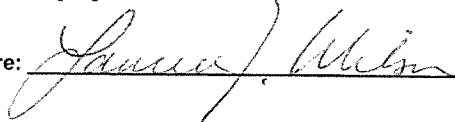
The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold 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: 9/12/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2017

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).

<b>PRODUCER</b> Ten Eyck Group 1924 Western Avenue  Albany NY 12203		<b>CONTACT NAME:</b> Ten Eyck Group <b>PHONE (A/C, No, Ext):</b> (518)464-0059 <b>FAX (A/C, No):</b> (518)456-7076 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Mesick Cohen Wilson Baker Architects LLP 388 Broadway Ste 3  Albany NY 12207-2941		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Harleysville Worcester Insurance Co <b>INSURER B:</b> Harleysville Insurance Company <b>INSURER C:</b> Travelers Casualty & Surety Co of America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 26182 23582 31194	

**COVERAGES****CERTIFICATE NUMBER:** CL179511357**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 CERTIFICATION 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BOP00000034590U	10/12/2017	10/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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			BA 00000034592U	10/12/2017	10/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000	Y		CMB00000042974U	10/12/2017	10/12/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC00000042954U	10/12/2017	10/12/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105245607	03/17/2017	03/17/2018	Each Occurrence 2,000,000 General Aggregate 2,000,000

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

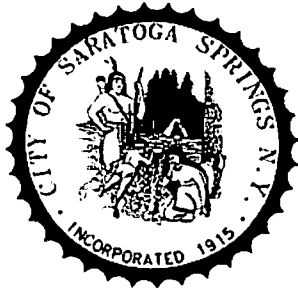
City of Saratoga Springs is included as an additional insured on a primary & noncontributory basis with respect to General Liability as per form #BOP7053. Additional Insured applies to Umbrella Liability as per form #CU7213. W The above statements apply if required by written contract. 30 Day Notice of Cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs Office of Risk and Safety 474 Broadway  Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.





**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

**RECEIVED**  
9/12/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 9/12/17 by Charlie Samuels, who resides at 7 Marion Place hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 40 linear feet of curbing at \$ 35.00. per linear feet located at 7 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 1,400.00 lump sum payment payable to the Commissioner of Finance.

Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 12 day of September 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

Joanne D. Yepsen, Mayor

and

Charlie Samuels, Property Owner

CC Approval \_\_\_\_\_



# City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

5 Lake Avenue

Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

## Sidewalk and Curb Work AGREEMENT

**THIS AGREEMENT** made this 9/5/17 by Paul Milton, who resides at 9 Marion Place hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 32 linear feet of curbing at \$ 35.00. per linear feet located at 9 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 1,120.00.00 lump sum payment payable to the Commissioner of Finance.

Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 5<sup>th</sup> day of September, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

Joanne D. Yepsen, Mayor

and

9/5/17

Paul Milton, Property Owner

CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 8/29/17 by Jerolyn Ouimet, who resides at **11 Marion Place** hereinafter called the "Property Owner" and the **CITY OF SARATOGA SPRINGS, NEW YORK**, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 35 linear feet of curbing at \$ 35.00. per linear feet located at 11 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 1,225.00 lump sum payment payable to the Commissioner of Finance.

Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 29 day of August, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY: \_\_\_\_\_  
Joanne D. Yepsen, Mayor  
and Jerolyn Ouimet  
Jerolyn Ouimet, Property Owner  
CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

RECEIVED  
9/6/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this August 30, 2017 by Rik Woldring, who resides at **15 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 38 linear feet of curbing at \$ 35.00. per linear feet located at 15 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 1330.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 30<sup>th</sup> day of AUGUST, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

Joanne D. Yepsen, Mayor

and

Rik Woldring (518) 511-7972  
CC Approval \_\_\_\_\_, Property Owner



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
**5 Lake Avenue**  
**Saratoga Springs, New York 12866**

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 9/12/2017 by Patrick and Beth Kane, who resides at **16 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 90 linear feet of curbing at \$ 35.00. per linear feet located at 16 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 3150.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 12 day of September, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY: \_\_\_\_\_

Joanne D. Yepsen, Mayor

and \_\_\_\_\_

Patrick Kane, Property Owner

CC Approval \_\_\_\_\_



# City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

5 Lake Avenue

Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

RECEIVED  
8/30/17

## Sidewalk and Curb Work AGREEMENT

THIS AGREEMENT made this 8/30/17 by George O'Donnell, who resides at 17 Marion Place hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 40 linear feet of curbing at \$ 35.00. per linear feet located at 17 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 1,400.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 30th day of August, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY: \_\_\_\_\_  
Joanne D. Yepsen, Mayor

and \_\_\_\_\_  
George O'Donnell, Property Owner  
CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
**5 Lake Avenue**  
**Saratoga Springs, New York 12866**

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 9/12/2017 by Patrick and Beth Kane, who resides at **19 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 65 linear feet of curbing at \$ 35.00. per linear feet located at 16 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 2,275.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 12 day of September, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

\_\_\_\_\_  
Joanne D. Yepsen, Mayor  
and Patrick Kane  
Patrick Kane, Property Owner  
CO Approval \_\_\_\_\_

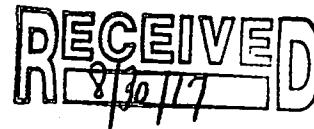


**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER



**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 8/29/2017 by Mary Caroline Van der Veer, who resides at **20 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 100 linear feet of curbing at \$ 35.00. per linear feet located at 20 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 3,500.00 lump sum payment payable to the Commissioner of Finance.

Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 29 day of August, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

Joanne D. Yepsen, Mayor

and

Mary Caroline P. Van der Veer  
Mary Caroline Van der Veer, Property Owner

CC Approval \_\_\_\_\_





**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

RECEIVED  
9/17/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 9-1-2017 by Karin Noob, who resides at **22 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 51 linear feet of curbing at \$ 35.00. per linear feet located at 22 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 1,785.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 1st day of September, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY: \_\_\_\_\_  
Joanne D. Yepsen, Mayor  
and Karin Noob  
Karin Noob, Property Owner  
CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER  
FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

RECEIVED  
9/5/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this August 31, 2017 by Jill Dolinsky, who resides at 26 Marion Place hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 100 linear feet of curbing at \$ 35.00. per linear feet located at 26 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 3,500.00 lump sum payment payable to the Commissioner of Finance.

Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 31 day of August, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

\_\_\_\_\_  
Joanne D. Yepsen, Mayor

and

Jill Dolinsky

, Property Owner

CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

RECEIVED  
9/11/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> Sept 2017 by Christine Levy, who resides at **28 Marion Place** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 50 linear feet of curbing at \$ 35.00. per linear feet located at 28 Marion Place, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, granite curbing, concrete, base preparation and topsoil.

The Property Owner shall compensate The City as follows: \$ 1,750.00 lump sum payment payable to the Commissioner of Finance.  
**Full payment shall be made to the City prior to commencement of the Project.**

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 1<sup>st</sup> day of September, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY: \_\_\_\_\_

Joanne D. Yepsen, Mayor

and \_\_\_\_\_

Christine Levy

, Property Owner

CC Approval \_\_\_\_\_



**City of Saratoga Springs**  
**OFFICE OF PUBLIC WORKS**  
**CITY HALL**  
5 Lake Avenue  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-2417  
www.saratoga-springs.org

ANTHONY J. SCIROCCO  
COMMISSIONER

FRANK COPPOLA, JR.  
DEPUTY COMMISSIONER

RECEIVED  
9/5/17

**Sidewalk and Curb Work**  
**AGREEMENT**

**THIS AGREEMENT** made this 9/5/17 by Jo Ann White, who resides at **188 Caroline St** hereinafter called the "Property Owner" and the CITY OF SARATOGA SPRINGS, NEW YORK, a municipality having its principal place of business at City Hall, 5 Lake Avenue, Saratoga Springs, New York, hereinafter called "The City."

The City and Property Owner hereby agree as follows:

1. The City shall perform the following work: install 430 sq feet of sidewalk at \$ 8.00. per sq feet located at 188 Caroline St, in the City of Saratoga Springs, NY.

The work will include the following as needed: labor, concrete, base preparation and topsoil.

2. The Property Owner shall compensate The City as follows: \$ 3,340.00 lump sum payment payable to the Commissioner of Finance.  
Full payment shall be made to the City prior to commencement of the Project.

The Property Owner shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees 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, sustained by any person or persons, provided that any such claim, damage, loss or expense is not attributable to or caused by the negligent act or omission of the City, its Employees or Agents.

The Property Owner also understands that, in accordance with the Code of the City of Saratoga Springs, it is the duty and obligation of every property owner in the City to keep sidewalks, curbs and gutters abutting their property in good order and repair and to keep them same safe for the passage of the general public.

IN WITNESS WHEREOF the parties hereto have executed this agreement

on this 5<sup>th</sup> day of Sept, 2017

CITY OF SARATOGA SPRINGS, NEW YORK

BY:

Joanne D. Yepsen, Mayor

and

Jo Ann White, Property Owner

CC Approval \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 101 OF THE CODE OF THE CITY  
OF SARATOGA SPRINGS, NY, ENTITLED "DOGS AND OTHER ANIMALS"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. Section 101-6 of the Code of the City of Saratoga Springs, NY, entitled "Dogs and Other Animals – Enforcement" is hereby amended to add the following (new material underlined, old material in brackets):

101-6 Enforcement

The Police Department, and all officers designated as animal control officers, are [is] hereby authorized and directed to enforce strictly all the provisions, rules and regulations of this chapter or any emergency orders issued by the Health Officer, and are further authorized to issue appearance tickets pursuant to section 150.20 of the Criminal Procedure Law for violations of this chapter, to serve a summons and to serve and execute any other order or process, including but not limited to appearance tickets, uniform appearance tickets, and simplified information in furtherance of the provisions of this chapter.

SECTION 2: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY

ADOPTED:

CITY COUNCIL OF THE CITY OF  
SARATOGA SPRINGS, NY

By: John P. Franck, City Clerk

AN ORDINANCE TO AMEND CHAPTER 101A OF THE CODE OF THE CITY OF  
SARATOGA SPRINGS, ENTITLED "DOG LICENSING"

BE IT ORDAINED by the City Council of the City of Saratoga Springs, NY, as follows:

SECTION 1. In Sections 101A-3 and 101A-8 of Chapter 101A of the Code of the City of Saratoga Springs, NY, entitled "Dog Licensing – Definitions" and "Dog Licensing-Enforcement; Authority of Dog Control Officer", respectively, the term "Dog Control Officer" is hereby replaced by the term "Animal Control Officer" throughout those sections.

SECTION 2. Section 101A-5 of Chapter 101A of the Code of the City of Saratoga Springs, entitled "Dog Licensing – License Fees" is hereby amended to read (new material underlined, old material in brackets):

101A-5 LICENSE FEES

The license fee for each dog license issued pursuant to this chapter shall be [;]  
established from time to time by resolution of the City Council.

- A. Reserved [Three dollars for each spayed or neutered dog and \$12 for each unspayed or unneutered dog, except that the fee shall not be required for any guide dog, working search dog, war dog, hearing dog, police work dog or therapy dog, and any license so exempt from this fee shall be conspicuously marked. Any owner providing satisfactory proof that he or she is over the age of 65 years shall not be required to pay this fee.]
- B. Reserved [Forty dollars for each purebred license for up to 10 dogs.]
- C. In addition to any other fees imposed by this section, there shall be an additional surcharge of \$1 for each altered dog and \$3 for each unaltered dog. Such surcharges shall be remitted to the Department of Agriculture and Markets for deposit in the state animal population control fund under Section 117-a of the Agriculture and Markets Law.
- D. Reserved. [Three dollars for each identification tag issued as a replacement for a lost tag.]

SECTION 3: This ordinance shall take effect the day after publication as provided by the City Charter of the City of Saratoga Springs, NY

ADOPTED:

CITY COUNCIL OF THE CITY OF  
SARATOGA SPRINGS, NY  
By: John P. Franck, City Clerk