

CITY OF SARATOGA SPRINGS

City Council Meeting



July 2, 2018

City Council Room

06:10 PM P.H. - Amend Chapter 225 -
Bike Lane

06:40 PM P.H. - Amend Chapter 148 -
Noise

06:50 PM P.H. - Amend Chapter 240
and Chapter 118 - Enforcement Powers

06:55 PM P.H. - Amend Chapter 225 -
Parking Joseph St and Stop Sign at
Union, Adelphi and Finley

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. Charter Review: Update

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 6/18/18 Pre-Agenda Meeting Minutes
2. Approval of 6/19/18 City Council Meeting Minutes
3. Approve Budget Amendments - Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 06/20/18 \$177.06
6. Approve Payroll 06/22/18 \$618,218.58
7. Approve Payroll 06/29/18 \$490,778.44
8. Approve Warrant - 2018 18MWJUN3 \$21,408.90
9. Approve Warrant - 2018 18JUL1 \$593,112.07

MAYOR'S DEPARTMENT

1. Discussion and Vote: Approval for Saratoga PLAN to Apply to 2018 Saratoga County Trails Grant Program on behalf of City
2. Discussion and Vote: Authorization for the Mayor to Sign Contract with the Saratoga Springs Public Library

3. Discussion and Vote: Civil Service Commission Appointment
 4. Appointments: Downtown Special Assessment District
 5. Proclamations: Design Review Commission Retirements
 6. Announcement: Schedule for August 21, 2018 City Council Meeting
-

ACCOUNTS DEPARTMENT

1. Award of Bid: Finance Department Renovations Architectural/Engineering Services to Mesick Cohen Wilson Baker Architects, LLP
-

FINANCE DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Agreement with Mesick Cohen Wilson Baker Architects, LLP to perform Architectural and Engineering Services for the Finance Department Renovations Project
 2. Discussion and Vote: Standard Workday Resolution
 3. Discussion and Vote: Accept Donations on behalf of the Downtown Special Assessment District for Way Finding Signage
 4. Discussion and Vote: Budget Amendment - Payroll
 5. Discussion and Vote: Budget Transfers - Payroll and Benefits
-

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Contract with Schnabel Engineering of New York for the Loughberry Lake Dam Project
 2. Discussion and Vote: Authorization for the Mayor to Sign Contract with Grant Street Construction Inc for the Waste Water Pump Station Upgrades
 3. Discussion and Vote: Authorization for the Mayor to Sign Agreement Addendum #8 with Greenman-Pedersen Inc for the Ballston Avenue Traffic Improvement Project
 4. Discussion and Vote: Establish Step & Longevity for DPW Purchasing Coordinator
 5. Set Public Hearing: Amend 2018 Capital Budget for the Katrina Trask Gateway Projects
-

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Renewal Affiliation Agreement with Hudson Valley Community College
 2. Appointment: Erin Maciel to the Complete Streets Advisory Board
 3. Discussion and Vote: Accept Funds from the New York State Department of Transportation for a Multi-Modal Project for the Purpose of Conducting Surveying & Engineering, and Installation of Signage to Facilitate Bicycle Lanes on Lake Avenue
 4. Discussion and Vote: A Resolution of the City Council of the City of Saratoga Springs, New York Supporting the Installation of Bicycle Lanes on City Streets in Saratoga Springs
 5. Discussion and Vote: Amend Chapter 148 of the City Code, Noise, with respect to noise on Sunday through Thursday nights
-

SUPERVISORS

1. Matthew Veitch
 1. Saratoga County Capital Resource Corporation
 2. Saratoga County Law Library Annual Report
 3. Galway Supervisor Paul Lent
 4. July 17, 2018 City Council Meeting
-

ADJOURN



June 18, 2018

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

PRESENT: Michele Madigan, Commissioner of Finance
Anthony Scirocco, Commissioner of DPW
Peter Martin, Commissioner of DPS

STAFF PRESENT: Mike Sharp, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
John Daley, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

EXCUSED: Meg Kelly, Mayor
John Franck, Commissioner of Accounts

Lisa Shields, Deputy Mayor
Joe O'Neill, Deputy Commissioner, DPW

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Commissioner Madigan called the meeting to order at 9:35 a.m.

PUBLIC HEARINGS

1. Amend Chapter 118 – Enforcement Powers – Commissioner Martin advised the change to the code will allow code enforcement to enforce zoning as well as building.

PRESENTATION

1. Charter Review Update – no comments.
2. Proposed Lake Avenue Bike Lanes – Commissioner Martin advised they will be presenting their proposal of bike lanes on Lake Avenue. He will not be taking a vote on this at this meeting.

CONSENT AGENDA

1. Approval of 6/4/18 Pre-Agenda Meeting Minutes
2. Approval of 6/5/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 6/8/18 \$504,771.68
6. Approve Payroll 6/15/18 \$497,567.17
7. Approve Payroll 6/14/18 \$1,267.64
8. Approve Warrant - 2018 – 18MWJUN2 \$770,885.66
9. Approve Warrant - 2018 – 18JUN2 \$4,097,317.13

No comments.

MAYOR'S DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Memorandum of Understanding for Coordinated Entry with the Saratoga-North Country Continuum of Care

Lindsey Connors of the Planning Department advised this is consortium of agencies in the area that deal with homelessness and population at risk for homelessness. The memorandum of understanding states if anyone comes in to City Hall and presents themselves as homeless our staff will take their information and complete the proper forms to get them into the continuum of care to receive the services needed.

Discussion and Vote: Authorization for the Mayor to Sign Saratoga Spa State Park Special Use Permit

John Hirliman of the Recreation Department advised they have a running program as the park that goes from the end of June to the middle of August. There is no cost.

Discussion and Vote: Authorization for the Mayor to Sign the Saratoga City School district Transportation Agreement

John Hirliman advised this is an annual agreement for transportation for Camp Saradac.

Discussion and Vote: Authorization for the Mayor to Sign Loan Agreement with NHHHC for Plaques on City Center Wall

Vince DeLeonardis, city attorney, advised this is an agreement between the City and the Navy for the plaques to remain where they are.

Discussion and vote: Authorization for the Mayor to Sign Contract – DEC01-ZEVIN-2016-00079 2016 Municipal Zero-emission Vehicle (ZEV) & ZEV Infrastructure Rebate Program

Tina Carton, sustainability coordinator, advised the City was awarded a rebate of up to \$16,000 in May 2017 for a charging station. This will finalize the contract and allow for the installation.

Discussion and Vote: Amending Resolution No. 17-224 Entitles "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project"

Vince DeLeonardis advised the resolution and pilot agreement was approved in July 2017. There are a couple small modifications that needed to be made.

John Hartzel, for the client, advised there is a change in name of entity from company to corporation. The second change relates to a correction to the percent of average median income.

Discussion and Vote: Agreement for Payment in Lieu of Taxes Between the City and Intrada Saratoga Springs

This works in conjunction with the item above.

Announcement: ZBA Training Workshop

No comments.

ACCOUNTS DEPARTMENT

Award of Bid: Extension of Bid – Precast Manholes, Catchbasins, Drywells, Frames & Covers to Palette Stone Corp.

No comments.

Award of Bid: Loughberry Lake Dam Project – Professional Services to Schnabel Engineering of New York

No comments.

Award of Bid: Sanitary Wastewater Pump Station Upgrades to Grant Street Construction, Inc.

No comments.

FINANCE DEPARTMENT

Announcement: 2018 Bond Sale

Commissioner Madigan advised they finalized the bond sale and refinancing last week. We have saved tax payers \$1.3 million dollars over the course of bonds that have been refinanced.

Discussion and Vote: Authorization for the Mayor to Sign Contract with Ferraro Amodio & Zarecki, CPAs for Forensic Auditing Services

Commissioner Madigan advised per the City Charter, they are tasked with internal audits. This works similar to the designated engineer contracts.

Discussion and Vote: Budget Amendment – Payroll

No comments.

Discussion and Vote: Budget Transfers – Payroll

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Palette Stone Corporation

No comments.

Discussion and Vote: Part-Time Laborer Compensation Schedule

Commissioner Scirocco advised they are looking to increase the hourly pay from \$10.50 to \$11 for part time laborers.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Contract with LightSpeed Technologies

Commissioner Martin advised this is for the emergency radio system connection with the county.

Discussion and Vote: Authorization for the Mayor to Sign Change Order #11 with Bonacio Construction, Inc.

Commissioner Martin advised this is for a refund of \$142.50. He will be moving this item to the Consent Agenda.

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Saratoga Springs City School District for the School Resource Officer

Commissioner Martin advised this is an annual agreement.

Discussion and Vote: To Amend Chapter 215 of the City Code, Taxicabs, with Respect to Technical Consistencies

No comments.

Discussion and Vote: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Traffic Control at the Intersection of Washington Street and Walnut Street

No comments.

Set Public Hearing: To Amend chapter 148 of the City Code, Noise, with Respect to Noise on Sunday Through Thursdays Nights

Commissioner Martin advised the decibel level proposed was 80 and they would like to change it to 85.

Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Adding Bicycle Lanes to Lake Avenue

No comments.

Set Public Hearing: To Amend Chapter 240 of the City Code with Respect to Enforcement Powers

No comments.

Set Public Hearing: To Amend Chapter 225 of the City Code with Respect to Parking on Joseph Street

No comments.

SUPERVISORS

Commissioner Madigan read the following into the record:

Matt Veitch

1. Economic Development Committee

Tara Gaston

1. Report from June Board of Supervisors Meeting
2. July 3, 2018 City Council Meeting
3. NACo Upcoming

EXECUTIVE SESSION

Commissioner Madigan moved and Commissioner Martin seconded to adjourn to executive session to discuss pending litigation – City of Saratoga Springs vs. East Side Group, LLC at 10:00 a.m.

Ayes – All

Council returned at 10:09 a.m.

Commissioner Madigan advised an item will be added to the agenda per the executive session.

Vince DeLeonardis, city attorney, advised a discussion and vote will be added to the agenda to approve the settlement agreement.

ADJOURN

Commissioner Madigan adjourned the meeting at 10:09 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



June 19, 2018

CITY OF SARATOGA SPRINGS

City Council Meeting

City Council Room

7:00 PM

6:55 PM P.H. – Amend Chapter 118 –
Enforcement Powers

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION

1. Charter Review Update
2. Proposed Lake Avenue Bike Lanes

CONSENT AGENDA

1. Approval of 6/4/18 Pre-Agenda Meeting Minutes
2. Approval of 6/5/18 City Council Meeting Minutes
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4. Approve Budget Transfers - Regular
5. Approve Payroll 6/8/18 \$504,771.68
6. Approve Payroll 6/15/18 \$497,567.17
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8. Approve Warrant - 2018 18MWJUN2 \$770,885.66
9. Approve Warrant - 2018 18JUN2 \$4,097,317.13
10. Authorization for Mayor to Sign Change Order #11 with Bonacio Construction, Inc.

MAYOR'S DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Memorandum of Understanding for Coordinated Entry with Saratoga-North Country Continuum of Care
2. Discussion and Vote: Authorization for the Mayor to Sign Saratoga Spa State Park Special Use Permit
3. Discussion and Vote: Authorization for the Mayor to Sign the Saratoga City School District Transportation Agreement
4. Discussion and Vote: Authorization for the Mayor to Sign Loan Agreement with NHHC for Plaques on City Center Wall
5. Discussion and Vote: Authorization for the Mayor to Sign Contract – DEC01-ZEVIN-2016-00079 2016 Municipal Zero-Emission Vehicle (ZEV) & ZEV Infrastructure Rebate Program
6. Discussion and Vote: Amending Resolution No. 17-224 Entitled "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project"
7. Discussion and Vote: Agreement for Payment in Lieu of Taxes Between the City and Intrada Saratoga Springs
8. Discussion and Vote: Approve Settlement Agreement Between City of Saratoga Springs vs. East Side Group, LLC
9. Announcement: ZBA Training Workshop

ACCOUNTS DEPARTMENT

1. Award of Bid: Extension of Bid – Precast Manholes, Catchbasins, Drywells, Frames & Covers to Palette Stone Corp.
2. Award of Bid: Loughberry Lake Dam Project – Professional Services to Schnabel Engineering of New York
3. Award of Bid: Sanitary Wastewater Pump Station Upgrades to Grant Street Construction, Inc.

FINANCE DEPARTMENT

1. Announcement: 2018 Bond Sale
2. Discussion and Vote: Authorization for the Mayor to Sign Contract with Ferraro Amodio & Zarecki, CPAs for Forensic Auditing Services
3. Discussion and Vote: Budget Amendment – Payroll
4. Discussion and Vote: Budget Transfers - Payroll

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Palette Stone Corporation
2. Discussion and Vote: Part-Time Laborer Compensation Schedule

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign a Contract with LightSpeed Technologies
2. Discussion and Vote: Authorization for the Mayor to Sign a Contract with Saratoga Springs City School District for the School Resource Officer
3. Discussion and Vote: To Amend Chapter 215 of the City Code, Taxicabs, with Respect to Technical Consistencies
4. Discussion and Vote: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Traffic Control at the Intersection of Washington Street and Walnut Street
5. Set Public Hearing: To Amend Chapter 148 of the City Code, Noise, with Respect to Noise on Sunday Through Thursday Nights
6. Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Adding Bicycle Lanes to Lake Avenue
7. Set Public Hearing: To Amend chapter 240 of the City Code with Respect to Enforcement Powers
8. Set Public Hearing: To Amend Chapter 225 of the City Code with Respect to Parking on Joseph Street and Empire Way
9. Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Traffic Control at the Intersection of Union Street, Adelphi Street, and Finley Street

SUPERVISORS

Matt Veitch

1. Economic Development Committee

Tara Gaston

1. Report from June Board of Supervisors Meeting
2. July 3, 2018 City Council Meeting
3. NACo Upcoming

ADJOURN



June 19, 2018

CITY OF SARATOGA SPRINGS
City Council Meeting
City Council Room
7:00 PM

PRESENT: Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW
Peter Martin, Commissioner of DPS

STAFF PRESENT: Mike Sharp, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, DPW
John Daley, Deputy Commissioner, DPS

Vincent DeLeonardis

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

EXCUSED: Lisa Shields, Deputy Mayor

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.

PUBLIC HEARINGS

Amend Chapter 118 – Enforcement of Powers

Mayor Kelly opened the public hearing at 6:56 p.m.

Commissioner Martin advised this is in regards to enforcement powers. This amendment will allow the code enforcement officers to enforce parts of the building code and the whole of the Zoning Ordinance along with the Building Department. The amendment will be backed by an internal memorandum of understanding between the Department of Public Safety and the Mayor's Office.

Darlene McGraw of Saratoga Springs stated it is a good idea that everyone be more involved and communicate.

Mayor Kelly concluded the public hearing at 7:00 p.m. and left it open.

CALL TO ORDER

Mayor Kelly called the meeting to order at 7:00 p.m.

PUBLIC COMMENT

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

Mayor Kelly opened the public comment period at 7:01 p.m.

Pat Ritzert of 30 Arrowhead Road stated the residents at 26, 28, and 30 Arrowhead Road received a letter from the city engineer advising them they will have to change their addresses to 30 Arrowhead Road Unit 101, Unit 102, and Unit 103 for the new Belmonte development of 7 new homes on Arrowhead Road. She submitted a letter (attached) which includes a letter from Lindsay Belmonte suggesting another approach where no one on Arrowhead Road would have to change their address.

Kathryn Cassimeris of 28 Arrowhead Road stated the re-numbering of their properties is unfair and may reduce the value of their property. She worked hard to own her home, not a unit. It would be a huge undertaking to change her address is an undue burden.

Doug Meyer of Saratoga Springs stated he is here to speak about the bike trails on Lake Avenue. He is a volunteer on the Saratoga Greenbelt Trail Committee. Look at the community benefit, not just personal preferences. Safety concerns were raised to this Council such as people drive too fast, or the kids that are dropped off at St. Clement's.

Ken Gray of Saratoga Springs stated he is the chair of Complete Streets. He wants to be sure we look at the bike lanes as an opportunity.

David Torres of Saratoga Springs stated he provided the Council via e-mail with pictures of a typical Saturday afternoon on Lake Avenue. He read an e-mail he received from Commissioner Mathiesen that states upon consultation with Mark Benaquista, he would not recommend bike lanes on Lake Avenue.

Darlene McGraw of Saratoga Springs stated she agrees with the City there should be a path close to the road.

Dave Morris of Saratoga Springs stated we saw the same thing with Geyser Road Trail. If there are events going on at the church or the east side rec the area is a mess. This has to be done in a better more efficient way.

Michele Torres of Saratoga Springs asked the Council how biking on a state highway can be safer than an alternate route. There have been numerous bicyclists and pedestrians that have been hit. She asked that safety be put first.

Barbara Toth of Saratoga Springs stated she has worked at St. Clement's over 20 years. She has seen the traffic on Lake Avenue. This is a highway and adding bike paths will complicate everything.

Mayor Kelly closed the public comment period at 7:21 p.m.

Commissioner Martin stated his presentation will cover all the questions and concerns regarding the bike lane on Lake Avenue.

PRESENTATION

Charter Review Commission Update

Vince DeLeonardis, city attorney and chair of the Charter Review Commission stated they have had 8 meetings and completed their initial review of the Charter. He and Tony Izzo have created a rough red-lined version of a revised Charter. They have received responses from the questionnaire. The next meeting is Wednesday, June 27th.

Proposed Lake Avenue Bike Lanes

Commissioner Martin advised he will be asking for a vote to amend the chapter to add bike lanes at the next City Council meeting and will also be holding another public hearing that same night. The proposal is to paint 5 foot wide lanes on each side of the street as bike lanes. The bike lanes will go from Regent Street to Henning. A survey and engineered scaled drawings are still needed to determine the exact location of the bike lanes. It's not a matter of bringing bikers to Lake Avenue, it is about making it safer. It is the third most traveled area by bicycles. The City can receive up to \$50,000 from the state to undertake a survey and conduct an engineering study. (copy of presentation attached).

CONSENT AGENDA

Mayor Kelly moved and Commissioner Madigan seconded to accept the consent agenda as follows:

1. Approval of 6/4/18 Pre-Agenda Meeting Minutes
2. Approval of 6/5/18 City Council Meeting Minutes
3. Approve Budget Amendments – Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 6/8/18 \$504,771.68
6. Approve Payroll 6/15/18 \$497,567.17
7. Approve Payroll 6/14/18 \$1,267.64
8. Approve Warrant - 2018 18MWJUN2 \$770,885.66
9. Approve Warrant - 2018 18JUN2 \$4,097,317.13
10. Authorization for Mayor to Sign Change Order #11 with Bonacio Construction, Inc.

Ayes – All

MAYOR'S DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Memorandum of Understanding for Coordinated Entry with Saratoga-North Country Continuum of Care (18-189)

Mayor Kelly explained this is a consortium of agencies in the area that deal with homelessness and population at risk for homelessness. The memorandum of understanding states if anyone comes in to City Hall and presents themselves as homeless our staff will take their information and complete the proper forms to get them into the continuum of care to receive the services needed.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign the memorandum of understanding for coordinated entry with Saratoga-North Country Continuum of Care as included with this agenda.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Saratoga Spa State Park Special Use Permit (18-190)

Mayor Kelly advised this is for the Recreation Department's Running Program that will go from June 25th to August 13th.

Mayor Kelly moved and Commissioner Martin seconded to authorize the mayor to sign the Saratoga Spa State Park special use permit as included with this agenda.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign the Saratoga City School District Transportation Agreement (18-191)

Mayor Kelly advised this is an annual agreement with the school district for transportation for field trips for Camp Saradac.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign the Saratoga City School District transportation agreement as included with this agenda.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Loan Agreement with NHHC for Plaques on City Center Wall (18-192)

Mayor Kelly advised the City has a plaque on loan from the Naval History and Heritage Command. This plaque has been hanging on the outside wall of the City Center since 2000.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign the loan agreement with NHHC for plaques on the City Center wall as included with this agenda.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign Contract – DEC01-ZEVIN-2016-00079 2016 Municipal Zero-Emission Vehicle (ZEV) & ZEV Infrastructure Rebate Program (18-193)

Mayor Kelly advised this is to install, operate, and maintain electric charging stations at the City's garage at Walton and Woodlawn.

Mayor Kelly moved and Commissioner Scirocco seconded to authorize the mayor to sign contract DEC01-ZEVIN-2016-0079 2016 Municipal Zero-Emission Vehicle & ZEV Infrastructure Rebate Program as included with this agenda.

Ayes – Ayes

Discussion and Vote: Amending Resolution No. 17-224 Entitled "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project" (18-194)

Mayor Kelly stated this resolution and the agreement is to correct technical issues with the City's papers in connection with the PILOT agreement with Intrada for affordable housing units on West Avenue. The first change is the name of the entity and the second is the eligibility threshold has been changed from 80% to 90% of the area median income.

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL

OF THE CITY OF SARATOGA SPRINGS, NEW YORK

Amending Resolution No 17-244 Entitled "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project"

WHEREAS, on July 17, 2017 the City Council of the City of Saratoga Springs, New York approved Resolution No. 17-224 entitled "*Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project*" (the "Resolution 17-224") concerning a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the "Land"), and a proposal by Intrada Saratoga Springs, LLC (the "Company") in partnership with Captain Youth and Family Services, Inc. ("CAPTAIN") and a housing development fund company being formed by CAPTAIN (the "HDFC") to construct 158 units of affordable multi-family rental units and related improvements (the Improvements") on the Land (the Land and the Improvements collectively being the "Project"); and

WHEREAS, Resolution 17-224 (a) exempted the Project from real property taxes to the extent authorized by Section 577 of the PHFL, (b) approved a proposed PILOT Agreement by and among the City of Saratoga Springs (the "City"), the Company and the HDFC, in substantially the form presented at the July 17, 2017 meeting, providing for annual payments as set forth in such agreement, and (c) authorized the Mayor to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney deemed appropriate as were incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City; and

WHEREAS, the PILOT agreement attached to Resolution 17-224 identified the HDFC as "*Intrada Saratoga Springs Housing Development Fund Company, Inc.*" but the HDFC as formed is named "*Intrada Saratoga Springs Housing Development Fund Corporation*"; and

WHEREAS, Resolution 17-224 recited that Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an area median income ("AMI") of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 80% or less; however, as finally approved by the New York State Housing Finance Agency in 2018, 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less; and

WHEREAS, by this Resolution the City Council intends to correct the name of the HDFC and to acknowledge that 24 of the units will be available for persons with an AMI of 90% or less, instead of 80% or less,

NOW THEREFORE, BE IT RESOLVED, that Resolution No. 17-224 is amended to read as follows:

**"Authorizing Exemption and Payment-in-Lieu of Taxes Agreement
for Intrada Saratoga Springs Affordable Housing Project"**

WHEREAS, the City of Saratoga Springs (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for residents having household incomes less than or equal to ninety percent (90%) of area median income ("AMI") for Saratoga County, adjusted for family size; and

WHEREAS, Intrada Saratoga Springs, LLC, (the "Company") is the purchaser (by assignment) under a contract to purchase a certain parcel of vacant real property within the City of Saratoga Springs, New York designated on the last completed assessment rolls of the City as tax parcel no. 165.-2-72.12 (the "Land"), and is proposing to construct 158 units of affordable multi-family rental units and related improvements (the "Improvements") on the Land (the Land and the Improvements collectively being the "Project"); and

WHEREAS, the Project will consist of one, two and three-bedroom apartment units, 24 of which will be available for persons with an AMI of 50% or less, 109 of which will be available for persons with an AMI of 60% or less, and 24 of which will be available for persons with an AMI of 90% or less; and

WHEREAS, the Company, in collaboration with CAPTAIN Youth and Family Services, Inc. ("CAPTAIN") has agreed that not less than 8 of the rental units within the Project would be set aside for occupancy by individuals who are aging out of the foster care system, and CAPTAIN has agreed with the Company to provide on-site supportive services to those individuals; and

WHEREAS, the Company has been approved by the New York State Housing Finance Agency ("HFA") for State subsidies and Federal Low Income Housing Tax Credits and/or for tax exempt bond financing to finance the acquisition and construction of the Project; and

WHEREAS, CAPTAIN has established a housing development fund company (the "HDFC") named "*Intrada Saratoga Springs Housing Development Fund Corporation*" under New York Private Housing Finance Law ("PHFL") Article XI and Section 402 of the NYS Not-for-Profit Corporation Law, with the consent of the Commissioner of the New York State Division of Housing and Community Renewal ("DHCR"); and

WHEREAS, in order to facilitate the acquisition and construction of the Project and creation of affordability covenants for the Project, the Company is willing to transfer legal ownership of the Project to the HDFC as nominee, with the Company to remain as equitable and beneficial owner, and the Company will then construct the Project and commit it to affordable housing by agreeing to the New York State Homes and Community Renewal affordability covenants to be imposed by DHCR and/or HFA, as applicable, with assistance from the City in the form of a PILOT Agreement; and

WHEREAS, the HDFC's and the Company's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL, and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes, and to agree to a payment of lieu of taxes on the Project; and

WHEREAS, the Company and the HDFC will be willing to enter into a PILOT Agreement whereby the Company will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that upon acquisition of title to the Land by the HDFC, the City Council hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the City of Saratoga Springs, the Company and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the foregoing PILOT Agreement, in substantially the same form with other documents as the City Attorney may deem appropriate as are incidental to the PILOT Agreement, on behalf of the City, and to deliver the signed PILOT Agreement on behalf of the City."

Mayor Kelly moved and Commissioner Martin seconded to amend resolution no. 17-224 Entitled "Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for Intrada Saratoga Springs Affordable Housing Project" as included with the agenda.

Ayes – All

Discussion and Vote: Agreement for Payment in Lieu of Taxes Between the City and Intrada Saratoga Springs (18-195)

Mayor Kelly moved and Commissioner Madigan seconded to approve the agreement for payment in lieu of taxes between the City and Intrada Saratoga Springs as included with the agenda.

Ayes – All

Discussion and Vote: Approve Settlement Agreement Between City of Saratoga Springs vs. East Side Group, LLC (18-196)

Mayor Kelly advised this matter was discussed during yesterday's executive session.

Mayor Kelly moved and Commissioner Martin seconded to approve the settlement agreement between the City of Saratoga Springs vs. East Side Group, LLC as presented to the Council in the executive session.

Ayes – All

Announcement: ZBA Training Workshop

Mayor Kelly announced the ZBA worked with Mark Schactner for a training session last week. They try to hold these sessions on an annual basis and discuss various issues such as legal process, procedure, liability, and communication. The session was not open to the public since it was considered legal advice.

ACCOUNTS DEPARTMENT

Award of Bid: Extension of Bid – Precast Manholes, Catchbasins, Drywells, Frames & Covers to Palette Stone Corp. (18-197)

Commissioner Franck moved and Commissioner Scirocco seconded to extend the bid for precast manholes, catchbasins, drywells, frames & covers to Palette Stone Corp. for an additional year under the same terms, conditions, and prices not to exceed \$52,690.36.

Ayes – All

Award of Bid: Loughberry Lake Dam Project – Professional Services to Schnabel Engineering of New York (18-198)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for the Loughberry Lake Dam Project – professional services to Schnabel Engineering of New York for an amount not to exceed \$789,970.

Ayes – All

Award of Bid: Sanitary Wastewater Pump Station Upgrades to Grant Street Construction, Inc. (18-199)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for the sanitary wastewater pump station upgrades to Grant Street Construction, Inc. in the amount not to exceed \$619,000.

Ayes - All

FINANCE DEPARTMENT

Announcement: 2018 Bond Sale

Commissioner Madigan announced the bond sale and refinancing has been completed. The final bond documentation was an issuance of \$6.8 million of new debt and the re-financing was for \$6.3 million of debt issued in 2008, 2009, and 2010. The refinancing came in with a savings of \$1.3 million dollars for tax payers. The new debt is for immediate capital needs as in the Capital Program and issued at a rate of 3.179%.

Discussion and Vote: Authorization for the Mayor to Sign Contract with Ferraro Amodio & Zarecki, CPAs for Forensic Auditing Services (18-200)

Commissioner Madigan advised her department is tasked with auditing per the City Charter. Since they don't have an employee that acts as an internal auditor, they sent out an RFQ. They will call on this firm as needed.

Commissioner Madigan moved and Commissioner Franck seconded to authorize the mayor to sign a contract with Ferraro Amodio & Zarecki, CPAs for forensic auditing services as previously distributed with the agenda.

Ayes – All

Discussion and Vote: Budget Amendment – Payroll (18-201)

Commissioner Madigan moved and Commissioner Franck seconded to approve the budget amendment – payroll as previously distributed with the agenda.

Ayes – All

Discussion and Vote: Budget Transfers – Payroll (18-202)

Commissioner Madigan moved and Commissioner Franck seconded to approve the budget transfers – payroll as previously distributed with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Palette Stone Corporation (18-203)

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign the contract with Palette Stone Corporation not to exceed the amount of \$52,690.36.

Ayes – All

Discussion and Vote: Part-Time Laborer Compensation Schedule (18-204)

Commissioner Scirocco stated they are looking at increase the hourly rate as it has been the same rate for over 10 years. This will also help them attract and keep good employees. The increase is \$.50 per hour bringing the hourly rate to \$11 per hour; the second year rate will be \$12.50 per hour; and the third year and peak rate being \$12.75 per hour. The effective date will be July 1, 2018.

Commissioner Scirocco moved and Commissioner Martin seconded to approve and establish the part-time laborer compensation schedule as presented.

Ayes – All

Commissioner Scirocco moved and Commissioner Franck seconded to add an item to his agenda regarding the storm damage. (18-205)

Ayes – All

Announcement: Storm Damage

Commissioner Scirocco advised yesterday they experienced what is believed to be a micro-burst. There was heavy rain and winds that lasted 10-15 minutes. There was severe damage with down trees and utility lines. DPW employees were called back in to handle the damage. There were approximately 27 trees that came down in the storm along with many tree limbs. The City should be cleaned up by the end of the week. The approximate overtime costs due to the storm is \$3,000. He thanked the DPW workforce and applauded their efforts.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign a Contract with LightSpeed Technologies (18-206)

Commissioner Martin advised this contract is for hardware and software from the City's emergency system to the County's system. The contract is for \$126,383.25.

Commissioner Martin moved and Commissioner Franck seconded to authorize the mayor to sign the contract with LightSpeed Technologies.

Ayes – All

Discussion and Vote: Authorization for the Mayor to Sign a Contract with Saratoga Springs City School District for the School Resource Officer (18-207)

Commissioner Martin advised this is a renewal of an existing contract to provide a police officer as a resource officer. The City is reimbursed 65% of the base salary along with all school related overtime.

Commissioner Martin moved and Commissioner Madigan seconded to authorize the mayor to sign a contract with Saratoga Springs City School District for the school resource officer.

Ayes – All

Discussion and Vote: To Amend Chapter 215 of the City Code, Taxicabs, with Respect to Technical Consistencies (18-208)

Commissioner Martin advised the proposed change is to remove the requirement of a medallion be issued through CDTA and licensing go through CDTA. This is being done to reflect a slow implementation process of the universal model. The amendment will bring the function back to the City.

Commissioner Martin moved and Commissioner Franck seconded to amend chapter 215 of the City Code as indicated in the code amendment attached to the agenda.

Ayes – All

Discussion and Vote: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Traffic Control at the Intersection of Washington Street and Walnut Street (18-209)

Commissioner Martin stated they have received numerous complaints regarding accidents at this location. A professional engineering study indicated speed was not the issue but there was a high number of accidents due to a poor line of sight. The study recommended a 4-way stop at the intersection.

Commissioner Martin moved and Commissioner Franck seconded to amend chapter 225 of the City Code, Vehicle and Traffic, to add a 4-way stop sign at the intersection of Washington Street and Walnut Street.

Ayes – All

Set Public Hearing: To Amend Chapter 148 of the City Code, Noise, with Respect to Noise on Sunday Through Thursday Nights

Commissioner Martin set a public hearing for Tuesday, July 3rd at 6:40 p.m.

Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Adding Bicycle Lanes to Lake Avenue

Commissioner Martin set a public hearing for Tuesday, July 3rd at 6:10 p.m.

Set Public Hearing: To Amend chapter 240 of the City Code with Respect to Enforcement Powers

Commissioner Martin set a public hearing for Tuesday, July 3rd at 6:50 p.m. and will include the public hearing left open from tonight's meeting.

Set Public Hearing: To Amend Chapter 225 of the City Code with Respect to Parking on Joseph Street and Empire Way

Commissioner Martin set a public hearing for Tuesday, July 3rd at 6:55 p.m. to include this and the next item.

Set Public Hearing: To Amend Chapter 225 of the City Code, Vehicles and Traffic, with Respect to Traffic Control at the Intersection of Union Street, Adelphi Street, and Finley Street

Commissioner Martin set a public hearing for Tuesday, July 3rd at 6:55 p.m. and will be included with the item above.

SUPERVISORS

Matt Veitch

Economic Development Committee

Supervisor Veitch reported he presented the County proclamation at the Chamber's 100th anniversary party.

Several resolutions were passed and approved at the Committee meeting and the Board meeting today including the following: acceptance of federal funds for Workforce Innovation Opportunity Act (employment training center), authorized Washington County EOC to perform work for adult and youth employment services, and approved \$5.4 million of funds to complete the Zim Smith Trail southern extension to the City of Mechanicville. Rod Sutton provided a report on the IDA's activities so far this year.

Tara Gaston

Report from June Board of Supervisors Meeting

Supervisor Gaston reported resolutions passed today include \$161,000 in youth bureau funding and approved the County Sherriff hiring 11 new road patrols,

July 3, 2018 City Council Meeting

Supervisor Gaston reported she will not be present at this meeting.

NACo Upcoming

Supervisor Gaston reported she will be attending the National Association of Counties meeting.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

| 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 | | |
| 2018 | 07 | 5 07/02/2018 | 070218 | 070218BARG | BUA 070218BARG | 1 | 2 | | |
| 1 | A043 | 42158 | DPW | DEPARTMENTAL INCOME | STORM WATER POLLUTION PREVENTI | | -200.00 | -4,150.00 | -4,350.00 |
| | A | -04-3-0000-0-42158 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 2 | A3638164 | 54180 | STORM WATER POLLUTION PROF | SEWER SUPPLIES | | .00 | 500.00 | 500.00 | |
| | A | -36-3-8189-4-54180 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 3 | A3638164 | 54230 | STORM WATER POLLUTION PROF | SEWER | | .00 | 100.00 | 100.00 | |
| | A | -36-3-8189-4-54230 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 4 | A3638164 | 54250 | STORM WATER POLLUTION PROF | SEWER | CONFERENCE REGISTRATION | 200.00 | 350.00 | 550.00 | |
| | A | -36-3-8189-4-54250 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 5 | A3638164 | 54708 | STORM WATER POLLUTION PROF | SEWER | LAB TESTING | .00 | 2,200.00 | 2,200.00 | |
| | A | -36-3-8189-4-54708 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 6 | A3638164 | 54720 | STORM WATER POLLUTION PROF | SEWER | SERVICE CONTRACTS - PROF SERV | .00 | 1,000.00 | 1,000.00 | |
| | A | -36-3-8189-4-54720 | - | | SWPPP RELATED EXPENSES | | 07/02/2018 | | |
| 7 | A093 | 42680 | DPW SALE OF PROPERTY & COMP | FOR | INSURANCE RECOVERY | -244,188.20 | -6,169.75 | -250,357.95 | |
| | A | -09-3-0000-0-42680 | - | | MUDD CLAIM 161224-GH NATIONWID | | 07/02/2018 | | |
| 8 | A3335184 | 54750 | STREET LIGHTING CS | | STREET LIGHTING | 485,365.04 | 6,169.75 | 491,534.79 | |
| | A | -33-3-5182-4-54750 | - | | MUDD CLAIM 161224-GH NATIONWID | | 07/02/2018 | | |
| 9 | A103 | 42726 | MISCELLANEOUS LOCAL SOURCES | REIMBURSEMENT LABOR EXPENSE | | -3,364.00 | -252.00 | -3,616.00 | |
| | A | -10-3-0000-0-42726 | - | | BEEKMAN ST FAIR SPEC EVENT | | 07/02/2018 | | |
| 10 | A3335011 | 51964 | STREETS PS | | SPECIAL EVENTS | .00 | 252.00 | 252.00 | |
| | A | -33-3-5010-1-51964 | - | | BEEKMAN ST FAIR SPEC EVENT | | 07/02/2018 | | |
| 11 | A094 | 42680 | DPS SALE OF PROP & COMP FOR | FOR | INSURANCE RECOVERY | -23,989.78 | -1,554.12 | -25,543.90 | |
| | A | -09-4-0000-0-42680 | - | | PUBLIC SAFETY TRAFFIC SIGNAL | | 07/02/2018 | | |
| 12 | A3143314 | 54332 | TRAFFIC CONTROL CS | | MATERIALS & REPAIRS TRAFFIC LT | 38,232.80 | 1,554.12 | 39,786.92 | |
| | A | -31-4-3310-4-54332 | - | | PUBLIC SAFETY TRAFFIC SIGNAL | | 07/02/2018 | | |
| 13 | A114 | 43589 | DPS STATE AID | | STATE AID TRANSPORTATION | .00 | -50,000.00 | -50,000.00 | |
| | A | -11-4-0000-0-43589 | - | | ESTABLISH GRANT LINES BIKE LAN | | 07/02/2018 | | |
| 14 | A3143314 | 54804 | TRAFFIC CONTROL CS | | MULTI MODAL GRANT LAKE AVE BIK | .00 | 50,000.00 | 50,000.00 | |
| | A | -31-4-3310-4-54804 | - | | ESTABLISH GRANT LINES BIKE LAN | | 07/02/2018 | | |
| ** JOURNAL TOTAL | | | | | | | 0.00 | | |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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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 |
|-------------------------|-----------------|------------|--------|------------|-------|----------------------------------|------|-----------|-----------|
| 2018 7 5 | | | | | | | | | |
| BUA A043-42158 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T STORM WATER POLLUTION PREVENTI | 5 | | 4,150.00 |
| BUA A3638164-54180 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T SWPPP RELATED EXPENSES | 5 | 500.00 | |
| BUA A3638164-54230 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T OTHER SUPPLIES | 5 | 100.00 | |
| BUA A3638164-54250 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T SWPPP RELATED EXPENSES | 5 | 350.00 | |
| BUA A3638164-54708 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T DUES | 5 | 2,200.00 | |
| BUA A3638164-54720 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T SWPPP RELATED EXPENSES | 5 | 1,000.00 | |
| BUA A093-42680 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T CONFERENCE REGISTRATION | 5 | | 6,169.75 |
| BUA A3335184-54750 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T SWPPP RELATED EXPENSES | 5 | 6,169.75 | |
| BUA A103-42726 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T LAB TESTING | 5 | | 252.00 |
| BUA A3335011-51964 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T SWPPP RELATED EXPENSES | 5 | 252.00 | |
| BUA A094-42680 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T INSURANCE RECOVERY | 5 | | 1,554.12 |
| BUA A3143314-54332 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T MUDD CLAIM 161224-GH NATIONWID | 5 | 1,554.12 | |
| BUA A114-43589 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T STREET LIGHTING | 5 | | 50,000.00 |
| BUA A3143314-54804 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | T MUDD CLAIM 161224-GH NATIONWID | 5 | 50,000.00 | |
| | | | | | | T REIMBURSEMENT LABOR EXPENSE | 5 | | |
| | | | | | | T BEEKMAN ST FAIR SPEC EVENT | 5 | | |
| | | | | | | T SPECIAL EVENTS | 5 | | |
| | | | | | | T BEEKMAN ST FAIR SPEC EVENT | 5 | | |
| | | | | | | T INSURANCE RECOVERY | 5 | | |
| | | | | | | T PUBLIC SAFETY TRAFFIC SIGNAL | 5 | | |
| | | | | | | T MATERIALS & REPAIRS TRAFFIC LT | 5 | | |
| | | | | | | T PUBLIC SAFETY TRAFFIC SIGNAL | 5 | | |
| | | | | | | T STATE AID TRANSPORTATION | 5 | | |
| | | | | | | T ESTABLISH GRANT LINES BIKE LAN | 5 | | |
| | | | | | | T MULTI MODAL GRANT LAKE AVE BIK | 5 | | |
| | | | | | | T ESTABLISH GRANT LINES BIKE LAN | 5 | | |
| | | | | | | | | .00 | .00 |
| BUA A-2960 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | APPROPRIATIONS | | | 62,125.87 |
| BUA A-1510 | 07/02/2018 | 070218BARG | 070218 | 070218BARG | | ESTIMATED REVENUES | | 62,125.87 | |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | 62,125.87 | 62,125.87 |
| | | | | | | JOURNAL 2018/07/5 TOTAL | | 62,125.87 | 62,125.87 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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| FUND | YEAR | PER | JNL | EFF | DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|----------------|------|-----|-----|------------|--------------------|---------------------|-------|-----------|
| ACCOUNT | | | | | | | | |
| A GENERAL FUND | 2018 | 7 | 5 | 07/02/2018 | | | | |
| A-1510 | | | | | ESTIMATED REVENUES | 62,125.87 | | |
| A-2960 | | | | | APPROPRIATIONS | | | 62,125.87 |
| | | | | | FUND TOTAL | 62,125.87 | | 62,125.87 |

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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| 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 | | | |
| 2018 | 07 | 6 07/02/2018 | 070218 | 070218BTRG | BUA 070218BTRG | 1 | 1 | | | |
| 1 | A3011474 | 54671 | | CIVIL SERVICE CONTRACTED | SERVPHONES & FAX | | 350.00 | 750.00 | 1,100.00 | |
| | A | -30-1-1431-4-54671 | - | | PAY FOR CITY CELL PHONES | | 07/02/2018 | | | |
| 2 | A3011474 | 54570 | | CIVIL SERVICE CONTRACTED | SERVTRAINING | | 2,250.00 | -750.00 | 1,500.00 | |
| | A | -30-1-1431-4-54570 | - | | PAY FOR CITY CELL PHONES | | 07/02/2018 | | | |
| 3 | A3335014 | 54180 | | STREETS CS | OTHER SUPPLIES | | 55,015.96 | 15,000.00 | 70,015.96 | |
| | A | -33-3-5010-4-54180 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 4 | A3638184 | 54521 | | TRANSFER STATION CS | TIPPING FEES | | 95,426.38 | -15,000.00 | 80,426.38 | |
| | A | -36-3-8180-4-54521 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 5 | A3567144 | 54140 | 3000 | RECREATION EXPENSES CS | JANITORIAL SUPPLIES | | 2,000.00 | 1,000.00 | 3,000.00 | |
| | A | -35-6-7140-4-54140 | -3000 | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 6 | A3567242 | 52300 | 3000 | WATERFRONT EQUIPMENT AND CAP | MISCELLANEOUS EQUIPMENT | | 1,000.00 | -1,000.00 | .00 | |
| | A | -35-6-7240-2-52300 | -3000 | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 7 | A3031654 | 54180 | | CITY GARAGE CS | OTHER SUPPLIES | | 7,500.00 | 5,000.00 | 12,500.00 | |
| | A | -30-3-1623-4-54180 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 8 | A3638184 | 54521 | | TRANSFER STATION CS | TIPPING FEES | | 95,426.38 | -5,000.00 | 90,426.38 | |
| | A | -36-3-8180-4-54521 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 9 | A3567144 | 54410 | | RECREATION EXPENSES CS | PRINTING | | 2,000.00 | 300.00 | 2,300.00 | |
| | A | -35-6-7140-4-54410 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 10 | A3567144 | 546853 | | RECREATION EXPENSES CS | SPORTS SUPPLIES | | 1,000.00 | -300.00 | 700.00 | |
| | A | -35-6-7140-4-546853 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 11 | E3577164 | 54778 | | CITY CENTER AUTHORITY CS | INSURANCE WC,DISAB, DO LIAB | | 19,975.00 | 3,000.00 | 22,975.00 | |
| | E | -35-7-7160-4-54778 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 12 | E3577164 | 54532 | | CITY CENTER AUTHORITY CS | BUILDING EQUIPMENT RENTAL | | 400.00 | 300.00 | 700.00 | |
| | E | -35-7-7160-4-54532 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 13 | E3577164 | 54201 | | CITY CENTER AUTHORITY CS | BUSINESS EXPENSE/SALES | | 20,000.00 | 4,967.50 | 24,967.50 | |
| | E | -35-7-7160-4-54201 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 14 | E3577162 | 52400 | | CITY CENTER AUTHORITY EQ CAP | VEHICLES | | 37,800.00 | -8,267.50 | 29,532.50 | |
| | E | -35-7-7160-2-52400 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | | |
| 15 | H3133312 | 52121 | 75660 | BALLSTON AVE TRAFFIC LIGHT | DESIGN DOT | | .00 | 10,154.70 | 10,154.70 | |
| | H | -31-3-3310-2-52121 | -75660 | | GPI ADDENDUM #8 | | 07/02/2018 | | | |

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| LN | ORG ACCOUNT | OBJECT | PROJ | ORG | DESCRIPTION | ACCOUNT LINE | DESCRIPTION | EFF | DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET |
|------------------|----------------|--------------------|------------|--------------|---------------|-----------------|-----------------|-------|------|----------------|------------------|-------------------|
| <hr/> | | | | | | | | | | | | |
| YEAR-PER JOURNAL | | EFF-DATE | REF 1 | REF 2 | SRC | JNL-DESC | ENTITY | AMEND | | | | |
| 2018 | 07 | 6 | 07/02/2018 | 070218 | 070218BTRG | BUA | 070218BTRG | 1 | 1 | | | |
| 16 | H3133312 | 52021 | 75660 | BALLSTON AVE | TRAFFIC LIGHT | MASTER | DOT ACCOUNT | | | 44,863.15 | -10,154.70 | 34,708.45 |
| | H | -31-3-3310-2-52021 | -75660 | | | | GPI ADDENDUM #8 | | | 07/02/2018 | | |
| ** JOURNAL TOTAL | | | | | | | | | | | 0.00 | |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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| YEAR PER SRC ACCOUNT | JNL EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------------------|-----------------|------------|--------|------------|-------|-----------------------------|------|-----------|-----------|
| 2018 7 6 | | | | | | | | | |
| BUA A3011474-54671 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | PHONES & FAX | 5 | 750.00 | |
| BUA A3011474-54570 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | PAY FOR CITY CELL PHONES | 5 | | 750.00 |
| BUA A3335014-54180 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | TRAINING | 5 | | |
| BUA A3638184-54521 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | PAY FOR CITY CELL PHONES | 5 | 15,000.00 | |
| BUA A3567144-54140-3000 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | OTHER SUPPLIES | 5 | | |
| BUA A3567242-52300-3000 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | 15,000.00 |
| BUA A3031654-54180 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | TIPPING FEES | 5 | | |
| BUA A3638184-54521 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| BUA A3567144-54410 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | JANITORIAL SUPPLIES | 5 | 1,000.00 | |
| BUA A3567144-546853 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| BUA E3577164-54778 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | MISCELLANEOUS EQUIPMENT | 5 | | 1,000.00 |
| BUA E3577164-54532 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| BUA E3577164-54201 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | OTHER SUPPLIES | 5 | 5,000.00 | |
| BUA E3577162-52400 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | 5,000.00 |
| BUA H3133312-52121-75660 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | TIPPING FEES | 5 | | |
| BUA H3133312-52021-75660 | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | 300.00 | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | PRINTING | 5 | | 300.00 |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | SPORTS SUPPLIES | 5 | | 300.00 |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | INSURANCE WC,DISAB, DO LIAB | 5 | 3,000.00 | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | BUILDING EQUIPMENT RENTAL | 5 | 300.00 | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | BUSINESS EXPENSE/SALES | 5 | 4,967.50 | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | VEHICLES | 5 | | 8,267.50 |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | COVER ANTICIPATED EXPENSES | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | DESIGN DOT | 5 | 10,154.70 | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | GPI ADDENDUM #8 | 5 | | |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | MASTER DOT ACCOUNT | 5 | | 10,154.70 |
| | 07/02/2018 | 070218BTRG | 070218 | 070218BTRG | | GPI ADDENDUM #8 | | | |
| JOURNAL 2018/07/6 TOTAL | | | | | | | | .00 | .00 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 4
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| FUND ACCOUNT | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|-----------------|----------|-----|----------|---------------------|-------|--------|
| | | | | FUND TOTAL | .00 | .00 |

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

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
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CLERK: u101 BATCH: 2864

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|--------|-----|------------------|---------------------|------------------------|---------------------|---------------------|-----------|------------------------------------|
| 180117 | 001 | TVC ALBANY, INC. | 1.00 | 0.00 | 0.00 | 1.00 | 8 | SETUP CHARGES AND MONTHLY CHARGE N |

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CITY OF SARATOGA SPRINGS LIVE INVOICE ENTRY PROOF LIST

P 4
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CLERK: u101 BATCH: 2864

NEW INVOICES

[illegible]

P 5
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NEW INVOICES

[illegible]

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

P 7
apinvent

CLERK: u101 BATCH: 2864

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|------------------------------|---|------------------------|-----------------------|-------------------|----------|------------|--------------------|------------|----------|-----|
| 7382 | 00000 WELLS FARGO FINA | 164491 100700019 | | 165468 | 18MWJUN3 | 60.30 | .00 | .00 | | |
| CASH A | 2018/06 | INV 06/25/2018 | SEP-CHK: N | DISC: .00 | | | A3143124 54740 | 60.30 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 06/27/2018 | DESC:323252-1023244A2 | | | | | | | |
| PO BOX 41564 | PHILADELPHIA PA 19101 | | | | | | | | | |
| 1927 | 00001 VERIZON | 164492 164492 | | 165469 | 18MWJUN3 | 27.18 | .00 | .00 | | |
| CASH A | 2018/06 | INV 06/25/2018 | SEP-CHK: N | DISC: .00 | | | A3031444 54670 | 6.80 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 06/27/2018 | DESC:5185809480728245 | | | | A3113624 54670 | 6.80 | 1099: | |
| P O BOX 15124 | ALBANY NY 12212-5124 | | | | | | A3618684 54670 | 6.79 | 1099: | |
| | | | | | | | Y3618684 54670 451 | 6.79 | 1099: | |
| 7425 | 00001 NYS FIRE MARSHAL | 164493 9/11-9/13/18 | | 165470 | 18MWJUN3 | 300.00 | .00 | .00 | | |
| CASH A | 2018/06 | INV 06/25/2018 | SEP-CHK: Y | DISC: .00 | | | A3113624 54250 | 300.00 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 06/27/2018 | DESC:MIKE CARLSON | | | | | | | |
| C/O JEFFRIE WILKINSON, TYLIN | INT'L, 255 EAST AVE. ROCHESTER NY 14604 | | | | | | | | | |
| 36 APPROVED UNPAID INVOICES | | | | TOTAL | | 21,408.90 | | | | |
| 36 INVOICE(S) | | | | REPORT POST TOTAL | | 21,408.90 | | | | |

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

P 8
apinvent

CLERK: u101 BATCH: 2864

ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|---------|----------|----------------------------|-----------------|-----------|------------------|
| 2018 06 | A3011214 | A -30-1-1210-4-54670 - | PHONES | 94.85 | 1,250.47 |
| | A3011424 | A -30-1-1420-4-54671 - | PHONES & FAX | 2.78 | 281.20 |
| | A3011434 | A -30-1-1430-4-54671 - | PHONES & FAX | 29.38 | 495.00 |
| | A3011474 | A -30-1-1431-4-54671 - | PHONES & FAX | 29.63 | 161.74 |
| | A3011478 | A -30-1-1431-8-58011 - | VISION INSURANC | 24.34 | 559.82 |
| | A3011654 | A -30-1-1650-4-54670 - | PHONES | 1,072.90 | 5,209.25 |
| | A3011654 | A -30-1-1650-4-54730 - | SERVICE CONTRAC | 386.10 | 1,712.60 |
| | A3021694 | A -30-2-1681-4-54670 - | PHONES | 2.77 | 738.80 |
| | A3021694 | A -30-2-1681-4-54740 - | SERVICE CONTRAC | 2,482.33 | 6,133.80 |
| | A3031444 | A -30-3-1440-4-54670 - | PHONES | 9.29 | 730.86 |
| | A3031494 | A -30-3-1490-4-54670 - | PHONES | 80.68 | 1,427.72 |
| | A3031654 | A -30-3-1623-4-54670 - | PHONES | 129.34 | 1,301.05 |
| | A3051414 | A -30-5-1410-4-54671 - | PHONES & FAX | 59.80 | 1,196.35 |
| | A3113624 | A -31-1-3620-4-54250 - | CONFERENCE REGI | 300.00 | 421.00 |
| | A3113624 | A -31-1-3620-4-54670 - | PHONES | 63.04 | 354.94 |
| | A3143124 | A -31-4-3120-4-54670 - | PHONES | 113.50 | 22,932.34 |
| | A3143124 | A -31-4-3120-4-54740 - | SERVICE CONTRAC | 60.30 | 61,922.17 |
| | A3143314 | A -31-4-3310-4-54751 - | UTILITIES TRAFF | 27.52 | 17,214.67 |
| | A3143414 | A -31-4-3410-4-54670 - | PHONES | 1,015.63 | 10,203.22 |
| | A3143624 | A -31-4-3620-4-54670 - | PHONES | 301.18 | 2,191.42 |
| | A3335184 | A -33-3-5182-4-54750 - | STREET LIGHTING | 82.68 | 262,034.89 |
| | A3517514 | A -35-1-7510-4-54670 - | PHONES | 67.44 | 376.68 |
| | A3567144 | A -35-6-7140-4-54650 -3000 | UTILITIES | .70 | 10,274.43 |
| | A3567144 | A -35-6-7140-4-54671 - | PHONES & FAX | 2.77 | 554.39 |
| | A3567184 | A -35-6-7180-4-54670 -3000 | PHONES | 44.13 | 334.65 |
| | A3567194 | A -35-6-7181-4-54670 -3000 | PHONES | 116.90 | 810.47 |
| | A3618684 | A -36-1-8687-4-54670 - | PHONES | 6.79 | 61.22 |
| | A3719068 | A -37-1-9060-8-58011 - | VISION INSURANC | 438.12 | 2,458.82 |
| | A3729068 | A -37-2-9060-8-58011 - | VISION INSURANC | 194.72 | 1,412.18 |
| | A3739068 | A -37-3-9060-8-58011 - | VISION INSURANC | 1,845.78 | 10,229.06 |
| | A3749068 | A -37-4-9060-8-58011 - | VISION INSURANC | 730.20 | 3,312.48 |
| | A3759068 | A -37-5-9060-8-58011 - | VISION INSURANC | 194.72 | 1,119.92 |
| | A3769068 | A -37-6-9060-8-58011 - | VISION INSURANC | 121.70 | 608.50 |
| | A3769068 | A -37-6-9060-8-58011 -3000 | VISION INSURANC | 243.40 | 855.20 |
| | E3577164 | E -35-7-7160-4-54650 - | UTILITIES | 10,089.76 | 93,078.69 |
| | F3638334 | F -36-3-8330-4-54670 - | PHONES | 129.66 | 2,480.22 |
| | F3739068 | F -37-3-9060-8-58011 - | VISION INSURANC | 525.32 | 3,075.76 |
| | G3739068 | G -37-3-9060-8-58011 - | VISION INSURANC | 281.96 | 1,507.28 |
| | Y3618684 | Y -36-1-8686-4-54670 -451 | PHONES | 6.79 | -38.78 |

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21,408.90

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

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| YEAR PER | JNL | | | | | | ACCOUNT DESC | T OB | DEBIT | CREDIT |
|-------------------------|----------|--------|-------|-------|--------|--|-------------------------------|------|----------|--------|
| SRC ACCOUNT | | | | | | | LINE DESC | | | |
| EFF DATE | JNL | DESC | REF 1 | REF 2 | REF 3 | | | | | |
| 2018 6 267 | | | | | | | | | | |
| API A3011654-54670 | | | | | | | PHONES | | 3.40 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3031444-54670 | | | | | | | PHONES | | 2.49 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3143414-54670 | | | | | | | PHONES | | 3.04 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3567144-54671 | | | | | | | PHONES & FAX | | 2.77 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3031654-54670 | | | | | | | PHONES | | 5.43 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3011424-54671 | | | | | | | PHONES & FAX | | 2.78 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3517514-54670 | | | | | | | PHONES | | 2.55 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3011474-54671 | | | | | | | PHONES & FAX | | 2.36 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3051414-54671 | | | | | | | PHONES & FAX | | 3.79 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3021694-54670 | | | | | | | PHONES | | 2.77 | |
| 06/27/2018 W | 18MWJUN3 | 000050 | | | 164458 | | 1000-810-2104 | | | |
| API A3739068-58011 | | | | | | | VISION INSURANCE | | 1,557.76 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164459 | | #268-DPW | | | |
| API A3769068-58011-3000 | | | | | | | VISION INSURANCE | | 243.40 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164459 | | #268-DPW | | | |
| API F3739068-58011 | | | | | | | VISION INSURANCE | | 121.70 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164459 | | #268-DPW | | | |
| API G3739068-58011 | | | | | | | VISION INSURANCE | | 146.04 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164459 | | #268-DPW | | | |
| API A3011478-58011 | | | | | | | VISION INSURANCE | | 24.34 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3719068-58011 | | | | | | | VISION INSURANCE | | 438.12 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3729068-58011 | | | | | | | VISION INSURANCE | | 194.72 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3739068-58011 | | | | | | | VISION INSURANCE | | 288.02 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3749068-58011 | | | | | | | VISION INSURANCE | | 730.20 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3759068-58011 | | | | | | | VISION INSURANCE | | 194.72 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3769068-58011 | | | | | | | VISION INSURANCE | | 121.70 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API F3739068-58011 | | | | | | | VISION INSURANCE | | 403.62 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API G3739068-58011 | | | | | | | VISION INSURANCE | | 135.92 | |
| 06/27/2018 W | 18MWJUN3 | 000003 | | | 164460 | | #NB365-CITY HALL ADMIN | | | |
| API A3021694-54740 | | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 2,482.33 | |

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------|---------------------|------------|------------|--------|--------|--------|-------------------------------|------|----------|----------|
| | | 06/27/2018 | W 18MWJUN3 | 007350 | 180117 | 164461 | 4160060 | | | |
| POL | A3021694-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | 4 | | 2,482.33 |
| | | 06/27/2018 | LIQ/INV | 007350 | 180117 | 164461 | 4160060 | 2018 | | |
| API | E3577164-54650 | | | | | | UTILITIES | | 6,116.74 | |
| | | 06/27/2018 | W 18MWJUN3 | 006575 | | 164462 | CITY CENTER | | | |
| API | A3335184-54750 | | | | | | STREET LIGHTING | | 27.56 | |
| | | 06/27/2018 | W 18MWJUN3 | 000319 | | 164463 | DPW | | | |
| API | A3335184-54750 | | | | | | STREET LIGHTING | | 27.56 | |
| | | 06/27/2018 | W 18MWJUN3 | 000319 | | 164463 | DPW | | | |
| API | A3335184-54750 | | | | | | STREET LIGHTING | | 27.56 | |
| | | 06/27/2018 | W 18MWJUN3 | 000319 | | 164463 | DPW | | | |
| API | A3567144-54650-3000 | | | | | | UTILITIES | | .70 | |
| | | 06/27/2018 | W 18MWJUN3 | 000319 | | 164463 | DPW | | | |
| API | E3577164-54650 | | | | | | UTILITIES | | 3,973.02 | |
| | | 06/27/2018 | W 18MWJUN3 | 000319 | | 164464 | CITY CENTER | | | |
| API | A3011654-54670 | | | | | | PHONES | | 526.24 | |
| | | 06/27/2018 | W 18MWJUN3 | 007609 | | 164465 | 4365150 | | | |
| API | A3011654-54730 | | | | | | SERVICE CONTRACTS MAINTENANCE | | 386.10 | |
| | | 06/27/2018 | W 18MWJUN3 | 000328 | | 164466 | 0011554268 | | | |
| API | A3011214-54670 | | | | | | PHONES | | 27.18 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164467 | 5185871688076249 | | | |
| API | A3011474-54671 | | | | | | PHONES & FAX | | 27.27 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164468 | 5185873968839247 | | | |
| API | A3143314-54751 | | | | | | UTILITIES TRAFFIC LIGHTS | | 27.52 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164469 | 5185876754028248 | | | |
| API | A3143414-54670 | | | | | | PHONES | | 28.31 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164470 | 5185874570437248 | | | |
| API | A3031494-54670 | | | | | | PHONES | | 28.34 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164471 | 5185872417241245 | | | |
| API | A3011654-54670 | | | | | | PHONES | | 43.78 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164472 | 5185834843564244 | | | |
| API | A3567184-54670-3000 | | | | | | PHONES | | 44.13 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164473 | 518580108602724 | | | |
| API | A3051414-54671 | | | | | | PHONES & FAX | | 56.01 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164474 | 5185876512 | | | |
| API | A3517514-54670 | | | | | | PHONES | | 64.89 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164475 | 5185872358828240 | | | |
| API | A3143414-54670 | | | | | | PHONES | | 84.94 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164476 | 5185873923878249 | | | |
| API | A3143414-54670 | | | | | | PHONES | | 88.27 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164477 | 5185878325644248 | | | |
| API | A3567194-54670-3000 | | | | | | PHONES | | 116.90 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164478 | DPW | | | |
| API | A3031654-54670 | | | | | | PHONES | | 123.91 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164479 | 5185877315326246 | | | |
| API | F3638334-54670 | | | | | | PHONES | | 128.22 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164480 | DPW | | | |
| API | A3143414-54670 | | | | | | PHONES | | 186.34 | |
| | | 06/27/2018 | W 18MWJUN3 | 001927 | | 164481 | 518Q350102464246 | | | |

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|----------------------|--------------------|----------|----------|-------|-------|--------|-------------------------------|------|-----------|-----------|
| API | A3143414-54670 | | | | | | PHONES | | 209.14 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164482 | 5185873539195244 | | | |
| API | A3143414-54670 | | | | | | PHONES | | 373.47 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164483 | 518Q350450756243 | | | |
| API | A3011654-54670 | | | | | | PHONES | | 499.48 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164484 | 5185877097448242 | | | |
| API | F3638334-54670 | | | | | | PHONES | | 1.44 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164485 | Y2763358 | | | |
| API | A3143414-54670 | | | | | | PHONES | | 42.12 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164486 | 742082557-00001 | | | |
| API | A3031494-54670 | | | | | | PHONES | | 52.34 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164487 | 742051038-00001 | | | |
| API | A3113624-54670 | | | | | | PHONES | | 56.24 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164488 | 9402014876-00001 | | | |
| API | A3011214-54670 | | | | | | PHONES | | 67.67 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164489 | 842037333-00001 | | | |
| API | A3011434-54671 | | | | | | PHONES & FAX | | 29.38 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164489 | 842037333-00001 | | | |
| API | A3143124-54670 | | | | | | PHONES | | 113.50 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164490 | 2786916448-00001 | | | |
| API | A3143624-54670 | | | | | | PHONES | | 301.18 | |
| | 06/27/2018 W | 18MWJUN3 | 001831 | | | 164490 | 2786916448-00001 | | | |
| API | A3143124-54740 | | | | | | SERVICE CONTRACTS - EQUIPMENT | | 60.30 | |
| | 06/27/2018 W | 18MWJUN3 | 007382 | | | 164491 | 323252-1023244A2 | | | |
| API | A3031444-54670 | | | | | | PHONES | | 6.80 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164492 | 5185809480728245 | | | |
| API | A3113624-54670 | | | | | | PHONES | | 6.80 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164492 | 5185809480728245 | | | |
| API | A3618684-54670 | | | | | | PHONES | | 6.79 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164492 | 5185809480728245 | | | |
| API | Y3618684-54670-451 | | | | | | PHONES | Y | 6.79 | |
| | 06/27/2018 W | 18MWJUN3 | 001927 | | | 164492 | 5185809480728245 | | | |
| API | A3113624-54250 | | | | | | CONFERENCE REGISTRATION | | 300.00 | |
| | 06/27/2018 W | 18MWJUN3 | 007425 | | | 164493 | MIKE CARLSON | | | |
| GENERAL LEDGER TOTAL | | | | | | | | | 21,408.90 | .00 |
| API | A-2600 | | | | | | ACCOUNTS PAYABLE | | | 10,375.41 |
| | 06/27/2018 W | 18MWJUN3 | B 2864 | | | | | | | |
| API | E-2600 | | | | | | ACCOUNTS PAYABLE | | | 10,089.76 |
| | 06/27/2018 W | 18MWJUN3 | B 2864 | | | | | | | |
| API | F-2600 | | | | | | ACCOUNTS PAYABLE | | | 654.98 |
| | 06/27/2018 W | 18MWJUN3 | B 2864 | | | | | | | |
| API | G-2600 | | | | | | ACCOUNTS PAYABLE | | | 281.96 |
| | 06/27/2018 W | 18MWJUN3 | B 2864 | | | | | | | |
| API | Y-2600 | | | | | | ACCOUNTS PAYABLE | | | 6.79 |
| | 06/27/2018 W | 18MWJUN3 | B 2864 | | | | | | | |
| POL | A-1521 | | | | | | ENCUMBRANCES | | | 2,482.33 |

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

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 |
|--------------|-------------|------------|------------|--------|-------|-------|--------------------------------|------|-----------|-----------|
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| POL A-2963 | | | | | | | BUDGETARY FUND BALANCE RES ENC | | 2,482.33 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| | | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | 2,482.33 | 23,891.23 |
| | | | | | | | JOURNAL 2018/06/267 TOTAL | | 23,891.23 | 23,891.23 |
| 2018 6 267 | | | | | | | | | | |
| API A-1522 | | | | | | | EXPENDITURES | | 10,375.41 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| API E-1522 | | | | | | | EXPENDITURES | | 10,089.76 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| API F-1522 | | | | | | | EXPENDITURES | | 654.98 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| API G-1522 | | | | | | | EXPENDITURES | | 281.96 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |
| API Y-1522 | | | | | | | EXPENDITURES | | 6.79 | |
| | | 06/27/2018 | W 18MWJUN3 | B 2864 | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
INVOICE ENTRY PROOF LIST

P 13
apinvent

| FUND | ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|----------------------------|------|-----|-----|------------|--------------------------------|-----------|-----------|
| A | GENERAL FUND | 2018 | 6 | 267 | 06/27/2018 | | | |
| | A-1521 | | | | | ENCUMBRANCES | | 2,482.33 |
| | A-1522 | | | | | EXPENDITURES | 10,375.41 | |
| | A-2600 | | | | | ACCOUNTS PAYABLE | | 10,375.41 |
| | A-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 2,482.33 | |
| | | | | | | FUND TOTAL | 12,857.74 | 12,857.74 |
| E | CITY CENTER AUTHORITY | 2018 | 6 | 267 | 06/27/2018 | | | |
| | E-1522 | | | | | EXPENDITURES | 10,089.76 | |
| | E-2600 | | | | | ACCOUNTS PAYABLE | | 10,089.76 |
| | | | | | | FUND TOTAL | 10,089.76 | 10,089.76 |
| F | WATER FUND | 2018 | 6 | 267 | 06/27/2018 | | | |
| | F-1522 | | | | | EXPENDITURES | 654.98 | |
| | F-2600 | | | | | ACCOUNTS PAYABLE | | 654.98 |
| | | | | | | FUND TOTAL | 654.98 | 654.98 |
| G | SEWER FUND | 2018 | 6 | 267 | 06/27/2018 | | | |
| | G-1522 | | | | | EXPENDITURES | 281.96 | |
| | G-2600 | | | | | ACCOUNTS PAYABLE | | 281.96 |
| | | | | | | FUND TOTAL | 281.96 | 281.96 |
| Y | COMMUNITY DEVELOPMENT FUND | 2018 | 6 | 267 | 06/27/2018 | | | |
| | Y-1522 | | | | | EXPENDITURES | 6.79 | |
| | Y-2600 | | | | | ACCOUNTS PAYABLE | | 6.79 |
| | | | | | | FUND TOTAL | 6.79 | 6.79 |

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

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 1
apinvent

CLERK: u101 BATCH: 2865

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|--------|-----|----------------------|---------------------|------------------------|---------------------|---------------------|-----------|--------------------------------------|
| 171405 | 001 | PHYSIO-CONTROL, INC | 2.00 | 0.00 | 0.00 | 2.00 | 9 | LUCAS 3.0 CHEST COMPRESSION SYSTEM |
| 171469 | 001 | PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 9 | PER IFB 2017-28 CCA 7/5/17 |
| | 001 | PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | | PER IFB 2017-28 CCA 7/5/17 |
| 171537 | 001 | CHAZEN COMPANIES | 1.00 | 0.00 | 0.00 | 1.00 | 9 | INTRADA SARATOGA SPRINGS PLANNING B |
| 171587 | 001 | GREENMAN-PEDERSEN, I | 1.00 | 0.00 | 0.00 | 1.00 | 9 | DESIGN SERVICES PER RFP 2017-07 CCA |
| 171684 | 001 | GREENPLAY, LLC | 1.00 | 0.00 | 0.00 | 1.00 | 9 | RECREATION MASTER PLAN PER RFP 2017 |
| 171833 | 001 | FERGUSON WATERWORKS | 1.00 | 0.00 | 0.00 | 1.00 | 9 | AS FOLLOWS: |
| 171866 | 001 | GREENMAN-PEDERSEN, I | 1.00 | 0.00 | 0.00 | 1.00 | 9 | GREENBELT TRAIL PRELIMINARY AND FINA |
| 171927 | 001 | BONACIO CONSTRUCTION | 1.00 | 0.00 | 1.00 | 0.00 | 0 | DISPATCH RENOVATIONS CHANGE ORDER #1 |
| 180018 | 001 | FISCAL ADVISORS & MA | 1.00 | 0.00 | 1.00 | 0.00 | 0 | FINANCIAL ADVISORY SERVICES |
| 180019 | 001 | PREMIER PRINTING INC | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PRINT BOND DOCS BID BY FISCAL ADVISO |
| 180106 | 001 | RICOH USA, INC | 1.00 | 0.00 | 0.00 | 1.00 | 8 | COPIER LEASE |
| | 001 | RICOH USA, INC | 1.00 | 0.00 | 0.00 | 1.00 | | COPIER LEASE |
| 180107 | 001 | SARATOGA COUNTY OFFI | 1.00 | 0.00 | 0.00 | 1.00 | 8 | 2018 NUTRITION AND TRANSPORTATION C |
| 180110 | 001 | GERALD SABLOSKI | 6.00 | 0.00 | 0.00 | 6.00 | 8 | POLYGRAPHS |
| 180188 | 001 | BARTON & LOGUIDICE | 1.00 | 0.00 | 0.00 | 1.00 | 8 | WTP IMPROVEMENTS FOR CORROSION CONTR |
| 180211 | 001 | MULTIMED BILLING SER | 1.00 | 0.00 | 0.00 | 1.00 | 8 | 2018 AMBULANCE BILLING SERVICE |
| 180225 | 001 | US SECURITY ASSOCIAT | 1.00 | 0.00 | 0.00 | 1.00 | 8 | 2018 SECURITY SERVICES |
| 180228 | 001 | SOUTHWORTH-MILTON IN | 1.00 | 0.00 | 1.00 | 0.00 | 0 | 2018 CAT 930M WHEEL LOADER PER QUOTE |
| 180230 | 001 | BONACIO CONSTRUCTION | 1.00 | 0.00 | 1.00 | 0.00 | 0 | DISPATCH PROJECT CHANE ORDERS #3 (\$ |
| 180249 | 001 | SCS FIELD SERVICES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | LANDFILL OM&M SERVICES PER RFP 2017 |
| | 001 | SCS FIELD SERVICES | 1.00 | 0.00 | 0.00 | 1.00 | | LANDFILL OM&M SERVICES PER RFP 2017 |
| 180250 | 001 | TECHNICAL BUILDING S | 4.00 | 0.00 | 0.00 | 4.00 | 8 | 2018 MAINTENANCE AGREEMENT FOR SARAT |
| 180253 | 001 | BONACIO CONSTRUCTION | 1.00 | 0.00 | 1.00 | 0.00 | 0 | DISPATH CHANGE ORDERS 6, 7, 7 8 CC |
| 180279 | 001 | PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | RUBBLE/BLACKTOP SARTAOGA COUNTY 18 |
| | 001 | PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | | RUBBLE/BLACKTOP SARTAOGA COUNTY 18 |
| 180287 | 001 | HENRY SCHEIN, INC. | 1.00 | 0.00 | 0.00 | 1.00 | 8 | EMERGENCY MEDICAL SUPPLIES 3/6/18-3/ |
| | 001 | HENRY SCHEIN, INC. | 1.00 | 0.00 | 0.00 | 1.00 | | EMERGENCY MEDICAL SUPPLIES 3/6/18-3/ |

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 2
apinvent

CLERK: u101 BATCH: 2865

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|--------|-----|----------------------|---------------------|------------------------|---------------------|---------------------|-----------|--------------------------------------|
| 180288 | 001 | BOUND TREE MEDICAL L | 1.00 | 0.00 | 0.00 | 1.00 | 8 | EMERGENCY MEDICAL SUPPLIES 3/6/18-3 |
| 180305 | 001 | BONACIO CONSTRUCTION | 1.00 | 0.00 | 1.00 | 0.00 | 0 | CHANGE ORDER #9 UNDER COUNTER WALL |
| 180310 | 001 | NATIONAL BUSINESS TE | 1.00 | 0.00 | 0.00 | 1.00 | 8 | SERVICE AGREEMENT 9 MOS @ \$80.00 = |
| 180312 | 001 | CHAZEN COMPANIES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | FASIG-TIPTON BARN EXPANSION PROJ #1 |
| 180313 | 001 | M J ENGINEERING AND | 1.00 | 0.00 | 0.00 | 1.00 | 8 | ENGINEERING SERVICES, PHASES 1-3 WA |
| 180370 | 001 | WOLBERG ELECTRICAL S | 1.00 | 0.00 | 1.00 | 0.00 | 0 | STREET LIGHTING |
| 180376 | 001 | LEVI CONSTRUCTION SE | 1.00 | 0.00 | 1.00 | 0.00 | 0 | REMOVE 3 EXISITING PADS REPLACE PADS |
| 180378 | 001 | E A MORSE & CO INC | 1.00 | 0.00 | 0.00 | 1.00 | 8 | EAMCO EQUIPMENT INSPECTION SERVICE A |
| 180387 | 001 | KUBRICKY CONSTRUCTIO | 1.00 | 0.00 | 0.00 | 1.00 | 8 | EQUIPMENT RENTAL SARATOGA COUNTY 1 |
| | 001 | KUBRICKY CONSTRUCTIO | 1.00 | 0.00 | 0.00 | 1.00 | | EQUIPMENT RENTAL SARATOGA COUNTY 1 |
| 180389 | 001 | PALLETTE STONE CORP | 1.00 | 0.00 | 0.00 | 1.00 | 8 | RUBBLE/BLACKTOP SARATOGA COUTNY 18 |
| 180393 | 001 | CHAZEN COMPANIES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | INTRADA SARATOGA SPRINGS |
| 180394 | 001 | BONACIO CONSTRUCTION | 1.00 | 0.00 | 0.00 | 1.00 | 8 | CHANGE ORDER #10 FOR DISPATCH PROJEC |
| 180400 | 001 | SARATOGA COUNTY ANIM | 1.00 | 0.00 | 1.00 | 0.00 | 0 | ANNUAL CONTRACT 2017-2018 CCA 5/1/1 |
| 180409 | 001 | GOLDBERGER AND KREME | 1.00 | 0.00 | 0.00 | 1.00 | 8 | LABOR AND EMPLOYMENT LEGAL SERVICES |
| 180428 | 001 | ATLANTIC TACTICAL | 10.00 | 0.00 | 10.00 | 0.00 | 0 | NIK910-SAFARILAND SPIT NET HOOD (5 |
| 180439 | 001 | B LANN EQUIPMENT CO | 1.00 | 0.00 | 0.00 | 1.00 | 8 | AS FOLLOWS: |
| 180443 | 001 | ADIRONDACK SECURITY | 1.00 | 0.00 | 1.00 | 0.00 | 0 | VIDEO INTERCOM FOR CIVIL SERVICE PER |
| 180445 | 001 | ADIRONDACK SECURITY | 1.00 | 0.00 | 1.00 | 0.00 | 0 | PER PROPOSAL 21976S INTERCOM CALL B |
| 180448 | 001 | CDW GOVERNMENT INC | 1.00 | 0.00 | 0.00 | 1.00 | 8 | PER QUOTE 1BVD0X9 |
| 180449 | 001 | SYSTEMS MANAGEMENT P | 1.00 | 0.00 | 1.00 | 0.00 | 0 | AS FOLLOWS: |
| 180450 | 001 | ULINE | 24.00 | 0.00 | 24.00 | 0.00 | 0 | GAFFER'S TAPE 2" X 60 YDS BLACK |
| 180453 | 001 | TREE TOP PRODUCTS | 6.00 | 0.00 | 6.00 | 0.00 | 0 | 6' BENCHES SKU TBN-37 |
| 180454 | 001 | S & J ENTERPRISES | 1.00 | 0.00 | 0.00 | 1.00 | 8 | AS FOLLOWS: |
| 180465 | 001 | SHANNON CHEMICAL COR | 1.00 | 0.00 | 0.00 | 1.00 | 8 | ORTHOPHOSPHATE PER IFB 2018-25 CCA |
| 180468 | 001 | BIGLER HOLDING COMPA | 1.00 | 0.00 | 1.00 | 0.00 | 0 | 360 DEGRESS 3-D VIRTUAL TOUR OF THE |

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CITY OF SARATOGA SPRINGS LIVE
PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

P 3
apinvent

CLERK: u101 BATCH: 2865

| PO | LN | VENDOR | QUANTITY ORDERED | PREVIOUS RECVD/CANC | CURRENT RECEIVED | REMAINING PO QTY | STA CD | DESCRIPTION |
|--------|-----|----------------------|---------------------|------------------------|---------------------|---------------------|-----------|-------------------------------------|
| 180471 | 001 | APHNYS | 1.00 | 0.00 | 1.00 | 0.00 | 0 | APHNYS CONFERENCE REGISTRATION 10/1 |
| 180472 | 001 | GRAINGER | 14.00 | 0.00 | 0.00 | 14.00 | 0 | ADA PADS PER QUOTE 41724426 NYS PC6 |
| 180473 | 001 | HOLLAND CO INC | 1.00 | 0.00 | 0.00 | 1.00 | 8 | POLYALUMINUM CHLORIDE PC H-180 6/5/ |
| 180475 | 001 | SURPASS CHEMICAL COM | 1.00 | 0.00 | 0.00 | 1.00 | 8 | SODIUM HYPOCHLORITE 6/5/18-6/6/19 |

| | | | | | | | | | | |
|---|-----------|------------------|---------------------|---------------|--------|----------|------------|----------|-------|--|
| 7550 | 00000 | AMAZON CAPITAL S | 164526 | 164526 | 18JUL1 | 136.87 | .00 | .00 | | |
| 1LGV-TH7V-1C19 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54573 | 136.87 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:1QYD-TYMY-THPW | | | | | | | |
| PO BOX 035184 SEATTLE WA 98124 | | | | | | | | | | |
| 327 | 00001 | PALLETTE STONE C | 164631 | 171469 164631 | 18JUL1 | 7,460.01 | .00 | 2,893.04 | | |
| 164631 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | F3638354 | 54180 | 2,623.35 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:19081 | | | G3638114 | 54180 | 4,836.66 | 1099: | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | |
| 7534 | 00000 | ADIRONDACK SECUR | 164494 | 180445 165471 | 18JUL1 | 1,342.99 | .00 | .00 | | |
| 47995 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54573 | 1,342.99 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:CITYSAR | | | | | | | |
| 10 PETRA LANE ALBANY NY 12205 | | | | | | | | | | |
| 7534 | 00000 | ADIRONDACK SECUR | 164495 | 180443 165473 | 18JUL1 | 1,696.34 | .00 | .00 | | |
| 41994 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54573 | 1,696.34 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:CITYSAR | | | | | | | |
| 10 PETRA LANE ALBANY NY 12205 | | | | | | | | | | |
| 5045 | 00000 | ADIRONDACK SIGN | 164496 | 165474 | 18JUL1 | 435.00 | .00 | .00 | | |
| 17524 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3537114 | 54180 | 85.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:17721 | | | A3567144 | 54610 3000 | 350.00 | 1099: | |
| 72 BALLSTON AVENUE SARATOGA SPRINGS NY 12866 | | | | | | | | | | |
| 2785 | 00001 | ADIRONDACK TIRE | 164497 | 165475 | 18JUL1 | 255.00 | .00 | .00 | | |
| 0769530 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | 255.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:S1100 | | | | | | | |
| 240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | |
| 2785 | 00001 | ADIRONDACK TIRE | 164498 | 165476 | 18JUL1 | 970.08 | .00 | .00 | | |
| 0769520 | | | | | | | | | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143124 | 54510 | 970.08 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:S8575 | | | | | | | |
| 240 WASHINGTON STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | |

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u101 | 18JUL1

P 5
apinvent

CLERK: u101 BATCH: 2865

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|-----------|----------------------------|---------------------------|----------------|-----------|---------|----------------|---------------|------------|----------|-----|
| 4012 | 00001 AMSURE | 164499 88086 | | 165477 | 18JUL1 | 5,852.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 54778 | | 5,852.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC: SARATSPR | | | | | | | |
| 31 | CHURCH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 7256 | 00001 AED BRANDS | 164500 87394 | | 165478 | 18JUL1 | 236.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3567172 52200 | | 236.00 | 1099: | |
| ACCT 1200 | DEPT 6000 | DUE 07/02/2018 | DESC: 6/13/18 | | | | | | | |
| 95 | CHASTAIN ROAD NW SUITE 302 | KENNESAW GA 30144 | | | | | | | | |
| 5044 | 00000 ALL SEASONS TEXT | 164501 787728 | | 165479 | 18JUL1 | 66.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 54720 | | 66.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC: 023980 | | | | | | | |
| 9 | TAYLOR AVENUE P O BOX 222 | CLINTON NY 13323 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164502 1805-225443 | | 165480 | 18JUL1 | 16.50 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 54140 | | 16.50 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC: 662 | | | | | | | |
| 41 | WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164503 164503 | | 165481 | 18JUL1 | 34.97 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3638564 54180 | | 34.97 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC: 271 | | | | | | | |
| 41 | WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164504 164504 | | 165482 | 18JUL1 | 52.32 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | F3638344 54180 | | 52.32 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC: 271 | | | | | | | |
| 41 | WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164505 164505 | | 165483 | 18JUL1 | 60.25 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3537114 54610 | | 60.25 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC: 271 | | | | | | | |
| 41 | WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |

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06/29/2018 10:19 | CITY OF SARATOGA SPRINGS LIVE
u101 | 18JUL1

P 7
apinvent

CLERK: u101 BATCH: 2865

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------|------------------------|---------------------------|------------|-----------|---------|------------|----------|-------|------------|----------|-------|
| 31 | 00001 ALLERDICE BUILDI | 164512 164512 | | 165490 | 18JUL1 | 286.24 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3031654 | 54180 | | 61.62 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | | A3031654 | 54180 | | 8.98 | 1099: |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | A3031654 | 54320 | | 8.98 | 1099: |
| | | | | | | | A3031654 | 54320 | | 71.97 | 1099: |
| | | | | | | | A3031654 | 54320 | | 134.69 | 1099: |
| 31 | 00001 ALLERDICE BUILDI | 164513 164513 | | 165491 | 18JUL1 | 290.59 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3537114 | 54610 | | 290.59 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164514 164514 | | 165492 | 18JUL1 | 295.25 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3537114 | 54610 | | 295.25 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | | | | | | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164515 164515 | | 165493 | 18JUL1 | 450.21 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3031624 | 54610 | | 36.86 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | | A3031624 | 54610 | | 27.97 | 1099: |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | A3031624 | 54610 | | 7.98 | 1099: |
| | | | | | | | A3031624 | 54610 | | 13.98 | 1099: |
| | | | | | | | A3031624 | 54610 | | 23.36 | 1099: |
| | | | | | | | A3031624 | 54610 | | 217.05 | 1099: |
| | | | | | | | A3031624 | 54610 | | 72.85 | 1099: |
| | | | | | | | A3031654 | 54180 | | 25.18 | 1099: |
| | | | | | | | A3031654 | 54180 | | 24.98 | 1099: |
| 31 | 00001 ALLERDICE BUILDI | 164516 164516 | | 165494 | 18JUL1 | 626.99 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3031654 | 54610 | | 34.81 | 1099: |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | | A3031654 | 54610 | | 28.89 | 1099: |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | | A3031654 | 54610 | | 43.69 | 1099: |
| | | | | | | | A3335654 | 54610 | | 32.97 | 1099: |
| | | | | | | | A3537114 | 54610 | | 8.04 | 1099: |
| | | | | | | | A3537114 | 54610 | | 38.78 | 1099: |
| | | | | | | | A3537114 | 54610 | | 99.90 | 1099: |
| | | | | | | | A3537114 | 54610 | | 149.80 | 1099: |
| | | | | | | | A3537114 | 54610 | | 65.94 | 1099: |
| | | | | | | | A3537114 | 54610 | | 25.98 | 1099: |
| | | | | | | | A3537114 | 54610 | | 98.19 | 1099: |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------|------------------------|---------------------------|------------|-----------|---------|------------|------------|-------|------------|----------|-----|
| 31 | 00001 ALLERDICE BUILDI | 164517 164517 | | 165495 | 18JUL1 | 687.21 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3638144 | 54180 | | 329.58 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | A3638144 | 54180 | | 53.08 | 1099: | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | A3638144 | 54180 | | 237.18 | 1099: | |
| | | | | | | F3638354 | 54330 | | 20.98 | 1099: | |
| | | | | | | F3638354 | 54330 | | 15.93 | 1099: | |
| | | | | | | F3638354 | 54330 | | 30.46 | 1099: | |
| 31 | 00001 ALLERDICE BUILDI | 164518 164518 | | 165496 | 18JUL1 | 735.23 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031624 | 54610 | | 15.29 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | A3031624 | 54610 | | 490.00 | 1099: | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | A3031624 | 54610 | | 144.00 | 1099: | |
| | | | | | | A3335014 | 54180 | | 71.52 | 1099: | |
| | | | | | | A3335654 | 54610 | | 10.04 | 1099: | |
| | | | | | | A3537214 | 54180 | | 4.38 | 1099: | |
| 31 | 00001 ALLERDICE BUILDI | 164519 164519 | | 165497 | 18JUL1 | 763.38 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 | 54180 | | 569.97 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | A3335014 | 54184 | | 37.76 | 1099: | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | A3335014 | 54184 | | 38.98 | 1099: | |
| | | | | | | A3335014 | 54184 | | 21.21 | 1099: | |
| | | | | | | A3335654 | 54610 | | 2.88 | 1099: | |
| | | | | | | A3335654 | 54610 | | 92.58 | 1099: | |
| 31 | 00001 ALLERDICE BUILDI | 164520 164520 | | 165498 | 18JUL1 | 1,094.41 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3567144 | 54180 3000 | | 614.24 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | A3567144 | 54180 3000 | | 60.66 | 1099: | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | A3567144 | 54180 3000 | | 95.10 | 1099: | |
| | | | | | | A3567144 | 54180 3000 | | 30.11 | 1099: | |
| | | | | | | A3567144 | 54180 3000 | | 255.94 | 1099: | |
| | | | | | | A3638184 | 54180 | | 38.36 | 1099: | |
| 31 | 00001 ALLERDICE BUILDI | 164521 164521 | | 165499 | 18JUL1 | 1,799.53 | | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031624 | 54180 | | 1,371.02 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:271 | | | A3031654 | 54180 | | 29.37 | 1099: | |
| | 41 WALWORTH STREET | SARATOGA SPRINGS NY 12866 | | | | A3335014 | 54180 | | -75.24 | 1099: | |
| | | | | | | A3335014 | 54180 | | -211.13 | 1099: | |
| | | | | | | A3567184 | 54180 3000 | | 685.51 | 1099: | |

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------------------|--------------------------|---------------------|-----------|---------|------------|---------|-------|------------|----------|-----|
| 33 | 00002 TRAK EQUIPMENT R | 164522 87398 | | 165500 | 18JUL1 | 85.80 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54532 | | 85.80 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:87382 | | | | | | | | |
| 221 WEST CIRCULAR STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 33 | 00002 TRAK EQUIPMENT R | 164523 164523 | | 165501 | 18JUL1 | 512.75 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3537114 | 54680 | | 512.75 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:271 | | | | | | | | |
| 221 WEST CIRCULAR STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 31 | 00001 ALLERDICE BUILDI | 164524 164524 | | 165502 | 18JUL1 | 176.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | F3638334 | 54610 | | 176.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:271 | | | | | | | | |
| 41 WALWORTH STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 7550 | 00000 AMAZON CAPITAL S | 164525 1VV4-YFHY-JXTV | | 165503 | 18JUL1 | 49.68 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031654 | 54140 | | 49.68 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:A272JK82AK683L | | | | | | | | |
| PO BOX 035184 SEATTLE WA 98124 | | | | | | | | | | | |
| 85 | 00001 ANIXTER INC | 164527 549 357090 | | 165505 | 18JUL1 | 35.76 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143022 | 52230 | | 35.76 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:050356 | | | | | | | | |
| P O BOX 847428 DALLAS TX 75284-7428 | | | | | | | | | | | |
| 7263 | 00000 APRIL FRESH CLEA | 164528 6115 | | 165506 | 18JUL1 | 180.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54720 | | 180.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:5/28/18 | | | | | | | | |
| 480 BROADWAY, STE LL-11 SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 6968 | 00001 ARROW INTERNATIO | 164529 9500255482 | | 165507 | 18JUL1 | 1,109.64 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143634 | 54111 | | 1,109.64 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:143535 | | | | | | | | |
| P.O. BOX 60519 CHARLOTTE NC 28260 | | | | | | | | | | | |

NEW INVOICES

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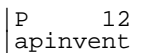
06/29/2018 10:19 | CITY OF SARATOGA SPRINGS LIVE
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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|-------------------------|------------------------|---------------------------|----------------------------|-----------|---------|------------|---------------|------------|----------|-----|
| 7940 | 00001 BIGLER HOLDING C | 164537 BP3053 | | 165515 | 18JUL1 | 999.92 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54870 | 999.92 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:5/1/18 | | | | | | | |
| 368 BROADWAY | SUITE 10 | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 7940 | 00000 BIGLER HOLDING C | 164538 BHC 1803 | 180468 | 165516 | 18JUL1 | 4,100.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54870 | 4,100.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:6/6/18 | | | | | | | |
| 368 BROADWAY | SUITE 10 | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 7500 | 00000 BLINDS, SHADES & | 164539 990-092669 | | 165517 | 18JUL1 | 665.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031624 | 54610 | 665.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:2/27/18 | | | | | | | |
| 1602 VAN VRANKEN AVENUE | | SCHENECTADY NY 12308 | | | | | | | | |
| 3152 | 00001 BOBCAT OF SARATO | 164540 164540 | | 165518 | 18JUL1 | 1,134.44 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031654 | 54180 | 184.44 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:SARAT022 | | | A3335014 | 54530 | 950.00 | 1099: | |
| P O BOX 785 | | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 1314 | 00000 BONACIO CONSTRUC | 164541 9321 | 171927 | 165519 | 18JUL1 | 4,019.56 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | H3146952 | 52000 1245 | 4,019.56 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:CHANGE ORDER 1 & 2 | | | | | | | |
| 18 DIVISION STREET | SUITE 401 | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 1314 | 00000 BONACIO CONSTRUC | 164542 164542 | 180230 | 165520 | 18JUL1 | 3,851.73 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | H3146952 | 52000 1245 | 3,851.73 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:CHANGE ORDERS 3, 4, 5 | | | | | | | |
| 18 DIVISION STREET | SUITE 401 | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 1314 | 00000 BONACIO CONSTRUC | 164543 164543 | 180253 | 165521 | 18JUL1 | 8,708.86 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | H3146952 | 52000 1245 | 8,708.86 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:CHNAGE ORDERS 7,8 9 | | | | | | | |
| 18 DIVISION STREET | SUITE 401 | SARATOGA SPRINGS NY 12866 | | | | | | | | |



NEW INVOICES

| VENDOR | REMIT NAME | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------|------------------|------------------------|--------|-----------|---------|------------|---------|-------|------------|----------|-------|
| 139 | 00001 | CAPITOL DISTRICT | 164551 S1954115.001 | | 165529 | 18JUL1 | 70.14 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3567144 | 54610 | 3000 | | 70.14 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:3691 | | | | | | | | | |
| 252 WASHINGTON STREET SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 5392 | 00000 | TRAVIS CARTER | 164552 164552 | | 165530 | 18JUL1 | 511.97 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3143124 | 54160 | | | 511.97 | 1099: |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:CLOTHING REIMB | | | | | | | | | |
| S S P D SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |
| 417 | 00001 | CASELLA WASTE SE | 164553 1976841 | | 165531 | 18JUL1 | 616.63 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | | DISC: .00 | | E3577164 | 54720 | | | 616.63 | 1099: |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:28-25070 4 | | | | | | | | | |
| P.O. BOX 1372 WILLISTON VT 05495-1372 | | | | | | | | | | | | |
| 2948 | 00001 | CDW GOVERNMENT I | 164554 NBQ3947 | 180448 | 165532 | 18JUL1 | 274.84 | | .00 | 7.62 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3143314 | 54332 | | | 274.84 | 1099: |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:6731216 | | | | | | | | | |
| 75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515 | | | | | | | | | | | | |
| 2948 | 00001 | CDW GOVERNMENT I | 164555 MXV0670 | | 165533 | 18JUL1 | 279.96 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3021692 | 52230 | | | 279.96 | 1099: |
| ACCT 1200 | DEPT 2000 | DUE 07/02/2018 | DESC:6731216 | | | | | | | | | |
| 75 REMITTANCE DRIVE STE.1515 CHICAGO IL 60675-1515 | | | | | | | | | | | | |
| 825 | 00001 | CHAZEN COMPANIES | 164556 0105504 | 180312 | 165534 | 18JUL1 | 1,531.25 | | .00 | 1,955.50 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3031444 | 54725 | | | 1,531.25 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:31804.04 | | | | | | | | | |
| 21 FOX STREET POUGHKEEPSIE NY 12601 | | | | | | | | | | | | |
| 825 | 00001 | CHAZEN COMPANIES | 164557 0105728 | 171537 | 165535 | 18JUL1 | 2,288.25 | | .00 | 450.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3031444 | 54725 | | | 2,288.25 | 1099: |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:31704.08 | | | | | | | | | |
| 21 FOX STREET POUGHKEEPSIE NY 12601 | | | | | | | | | | | | |

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CITY OF SARATOGA SPRINGS LIVE
18JUL1

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NEW INVOICES

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| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------------------|--------------------|------------------|-----------|---------|------------|-----------|-------|------------|----------|-----|
| 2736 | 00000 ICOM | 164594 ST-16452 | | 165572 | 18JUL1 | 153.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54720 | | 153.00 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:ST-16468 | | | | | | | | |
| 5 SOUTHSIDE DRIVE SUITE 11-240 CLIFTON PARK NY 12065 | | | | | | | | | | | |
| 6004 | 00000 INTERSTATE BATTE | 164595 10102635 | | 165573 | 18JUL1 | 898.35 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031594 | 54610 | | 193.70 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:10102636 | | | G3638124 | 54331 | | 704.65 | 1099: | |
| 2 INTERSTATE AVENUE ALBANY NY 12205 | | | | | | | | | | | |
| 1257 | 00000 J & R WELDING SU | 164596 118321 | | 165574 | 18JUL1 | 148.02 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143414 | 54150 | | 148.02 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:6/19/18 | | | | | | | | |
| 270 MILTON AVENUE BALLSTON SPA NY 12020 | | | | | | | | | | | |
| 1257 | 00000 J & R WELDING SU | 164597 118320 | | 165575 | 18JUL1 | 148.02 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143414 | 54150 | | 148.02 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:6/19/18 | | | | | | | | |
| 270 MILTON AVENUE BALLSTON SPA NY 12020 | | | | | | | | | | | |
| 5966 | 00000 JOE JOHNSON EQUI | 164598 164598 | | 165576 | 18JUL1 | 861.25 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | | 215.25 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:SARAT001 | | | A3335014 | 54510 | | 73.97 | 1099: | |
| 62 LAGRANGE AVENUE ROCHESTER NY 14613 | | | | | | | | | | | |
| | | | | | | A3335014 | 54510 | | 333.82 | 1099: | |
| | | | | | | G3638114 | 54510 | | 238.21 | 1099: | |
| 7508 | 00000 MEG KELLY | 164599 6/7/18 | | 165577 | 18JUL1 | 29.76 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3011214 | 54540 | | 29.76 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:MILEAGE | | | | | | | | |
| PAYROLL | | | | | | | | | | | |
| 7879 | 00000 KIMBERLY LYNCH & | 164601 164601 | | 165579 | 18JUL1 | 1,500.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | Y3618664 | 54951 398 | | 1,500.00 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:REHAB GRANT | | | | | | | | |
| 4 WINNERS CIRCLE SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------------------|------------------------|-----------------------|------------------|-----------|---------|------------|----------|------------|------------|----------|-----|
| 4802 | 00000 KUBRICKY CONSTRU | 164602 201820-1 | 180387 | 165580 | 18JUL1 | 18,390.00 | | .00 | 32,115.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3335134 | 54530 | 18,390.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:2018202 | | | | | | | | |
| 269 BALLARD ROAD | WILTON NY 12831 | | | | | | | | | | |
| 4802 | 00000 KUBRICKY CONSTRU | 164603 2018202-2 | 180387 | 165581 | 18JUL1 | 19,495.00 | | .00 | 32,115.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3335134 | 54530 | 19,495.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:2018202 | | | | | | | | |
| 269 BALLARD ROAD | WILTON NY 12831 | | | | | | | | | | |
| 7887 | 00000 LEVI CONSTRUCTIO | 164604 #7 | 180376 | 165582 | 18JUL1 | 9,470.00 | | 1,485.00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | H3517114 | 54720 1069 | 7,985.00 | 1099: | |
| ACCT 1200 | DEPT 6000 | DUE 07/02/2018 | DESC:5/24/18 | | | | H3517114 | 54720 1069 | 1,485.00 | 1099: | |
| 339 NORTHLINE ROAD | BALLSTON SPA NY 12020 | | | | | | | | | | |
| 6513 | 00000 M J ENGINEERING | 164605 MJ1071.01-2 | 180313 | 165583 | 18JUL1 | 22,685.00 | | .00 | 79,545.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | H3638332 | 52000 1259 | 22,685.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:RFP 2018-17 | | | | | | | | |
| 1533 CRESCENT ROAD | CLIFTON PARK NY 12065 | | | | | | | | | | |
| 3272 | 00000 MASTERMANS LLP | 164606 1102295840 | | 165584 | 18JUL1 | 622.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3335014 | 54160 | 622.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:96797 | | | | | | | | |
| P O BOX 411 | AUBURN MA 01501-0411 | | | | | | | | | | |
| 386 | 00001 SOUTHWORTH-MILTO | 164607 164607 | | 165585 | 18JUL1 | 1,928.54 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3335014 | 54510 | 359.84 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:6017550 | | | | A3335014 | 54510 | 955.53 | 1099: | |
| P O BOX 3851 | BOSTON MA 02241-3851 | | | | | | F3638334 | 54330 | 127.36 | 1099: | |
| | | | | | | | F3638334 | 54330 | 89.21 | 1099: | |
| | | | | | | | F3638334 | 54330 | -80.29 | 1099: | |
| | | | | | | | F3638354 | 54510 | 262.22 | 1099: | |
| | | | | | | | F3638354 | 54510 | 214.67 | 1099: | |

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NEW INVOICES

[illegible]

| VENDOR REMIT NAME | | | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|-------|------------------|--------------------------|--------|---------|---------|------------|---------|-------|------------|----------|-----|
| 313 | 00000 | NORTH COUNTRY AU | 164622 82745B | | 165600 | 18JUL1 | 697.98 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 F3638354 54510 697.98 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 3000 DUE 07/02/2018 DESC:6/12/18 | | | | | | | | | | | | |
| 950 ROUTE 9 QUEENSBURY NY 12804 | | | | | | | | | | | | |
| 5336 | 00000 | NORTHERN SAFETY | 164623 902988940 | | 165601 | 18JUL1 | 81.88 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3051414 54573 81.88 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 5000 DUE 07/02/2018 DESC:100103637 | | | | | | | | | | | | |
| P O BOX 4250 UTICA NY 13504-4250 | | | | | | | | | | | | |
| 117 | 00001 | NORTRAX EQUIPMEN | 164624 1864461 | | 165602 | 18JUL1 | 67.07 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3335014 54510 67.07 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 3000 DUE 07/02/2018 DESC:39419 | | | | | | | | | | | | |
| POWER PLAN 21310 NETWORK PLACE CHICAGO IL 60673-1213 | | | | | | | | | | | | |
| 803 | 00000 | NORTHERN NURSERI | 164625 M4011500018302 | | 165603 | 18JUL1 | 1,194.00 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3537114 54680 1,005.00 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 3000 DUE 07/02/2018 DESC:M4011500017952 A3638562 52700 189.00 1099: | | | | | | | | | | | | |
| 115 CORDELL ROAD SCHENECTADY NY 12304 | | | | | | | | | | | | |
| 751 | 00000 | FIRE ACADEMY FSA | 164626 V0031124 | | 165604 | 18JUL1 | 141.00 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3143414 54570 141.00 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 4000 DUE 07/02/2018 DESC:SSFD | | | | | | | | | | | | |
| 600 COLLEGE AVENUE MONTAUR FALLS NY 14865 | | | | | | | | | | | | |
| 327 | 00001 | PALLETTE STONE C | 164627 186571 | 180279 | 165605 | 18JUL1 | 646.70 | | .00 | 42,265.20 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3335014 54100 646.70 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 3000 DUE 07/02/2018 DESC:19018 | | | | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| 327 | 00001 | PALLETTE STONE C | 164628 186570 | | 165606 | 18JUL1 | 1,139.50 | | .00 | .00 | | |
| CASH A 2018/07 INV 06/27/2018 SEP-CHK: N DISC: .00 A3335014 54180 1,139.50 1099: | | | | | | | | | | | | |
| ACCT 1200 DEPT 3000 DUE 07/02/2018 DESC:19018 | | | | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |

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 | 164629 186569 | 180279 | 165607 | 18JUL1 | 1,704.44 | | .00 | 42,265.20 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3335014 | 54100 | | 1,704.44 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:19018 | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| 327 | 00001 | PALLETTE STONE C | 164630 164630 | 171469 | 165608 | 18JUL1 | 4,938.41 | | .00 | 2,893.04 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3638144 | 54180 | | 2,614.60 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:19081 | | | | F3638354 | 54180 | | 1,363.95 | 1099: | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| | | | | | | | G3638114 | 54180 | | 959.86 | 1099: | |
| 327 | 00001 | PALLETTE STONE C | 164632 186053 | 180389 | 165610 | 18JUL1 | 44,551.57 | | .00 | 161,216.16 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3335134 | 54100 | | 44,551.57 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:19018 | | | | | | | | | |
| 269 BALLARD ROAD WILTON NY 12831 | | | | | | | | | | | | |
| 4070 | 00000 | PHYSIO-CONTROL, | 164633 418163014 | 171405 | 165611 | 18JUL1 | 2,634.96 | | .00 | 7,905.04 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3143632 | 52100 | | 2,634.96 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:10182401 | | | | | | | | | |
| 12100 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 | | | | | | | | | | | | |
| 6288 | 00001 | PICKLEBALL STUFF | 164634 19307 | | 165612 | 18JUL1 | 99.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3567144 | 54170 | | 99.00 | 1099: | |
| ACCT 1200 | DEPT 6000 | DUE 07/02/2018 | DESC:6/7/18 | | | | | | | | | |
| P.O. BOX 27253 SEATTLE WA 98165-1753 | | | | | | | | | | | | |
| 1891 | 00000 | PREMIER PRINTING | 164635 1492 | 180019 | 165613 | 18JUL1 | 2,625.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | V3719714 | 54720 | | 2,625.00 | 1099: | |
| ACCT 1200 | DEPT 2000 | DUE 07/02/2018 | DESC:6/20/18 | | | | | | | | | |
| P O BOX 11176 SYRACUSE NY 13218 | | | | | | | | | | | | |
| 3333 | 00000 | ANDREW PRESTIGIA | 164636 164636 | | 165614 | 18JUL1 | 182.65 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | | DISC: .00 | | A3143124 | 54160 | | 182.65 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:CLOTHING REIMB | | | | | | | | | |
| SSPD SARATOGA SPRINGS NY 12866 | | | | | | | | | | | | |

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------------------|----------------------|-----------------------|-----------|---------|------------|---------|-------|------------|----------|-----|
| 125 | 00000 R H CROWN CO INC | 164637 058428 | | 165615 | 18JUL1 | 1,022.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 | 54510 | | 1,022.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:CITYSAO | | | | | | | | |
| 100 NORTH MARKET STREET JOHNSTOWN NY 12095 | | | | | | | | | | | |
| 712 | 00000 REMO | 164638 6/21/18 | | 165616 | 18JUL1 | 15.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143414 | 54471 | | 15.00 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:PALS CARD PIPARO | | | | | | | | |
| 431 NEW KARNER ROAD ALBANY NY 12205 | | | | | | | | | | | |
| 223 | 00001 RICOH USA, INC | 164640 5053532216 | | 165618 | 18JUL1 | 6.72 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3567144 | 54740 | | 6.72 | 1099: | |
| ACCT 1200 | DEPT 6000 | DUE 07/02/2018 | DESC:4661335 | | | | | | | | |
| P O BOX 827577 PHILADELPHIA PA 19182-7577 | | | | | | | | | | | |
| 223 | 00001 RICOH USA, INC | 164641 5053744419 | | 165619 | 18JUL1 | 83.55 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143124 | 54740 | | 83.55 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:4659909 | | | | | | | | |
| P O BOX 827577 PHILADELPHIA PA 19182-7577 | | | | | | | | | | | |
| 223 | 00002 RICOH USA, INC | 164642 100684384 | 180106 | 165620 | 18JUL1 | 189.97 | | .00 | 1,488.23 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54740 | | 189.97 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:323252-1023244A1 | | | | | | | | |
| P O BOX 41564 PHILADELPHIA PA 19101-1564 | | | | | | | | | | | |
| 6071 | 00001 RICK RAGS | 164643 45545 | | 165621 | 18JUL1 | 288.00 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | F3638354 | 54180 | | 288.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:6/19/18 | | | | | | | | |
| P.O. BOX 30 CANASTOTA NY 13032 | | | | | | | | | | | |
| 3270 | 00000 MARILYN RIVERS | 164644 164644 | | 165622 | 18JUL1 | 634.23 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54573 | | 634.23 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:NSC REIMB | | | | | | | | |
| 62 HELEN DRIVE QUEENSBURY NY 12804 | | | | | | | | | | | |

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06/29/2018 10:19 | CITY OF SARATOGA SPRINGS LIVE
u101 | 18JUL1

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CLERK: u101 BATCH: 2865

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------|----------------------------|---|------------------|-----------|---------|------------|---------------------|------------|----------|-----|
| 368 | 00002 SARATOGA HOSPITA | 164660 MAY 2018 | | 165639 | 18JUL1 | 18.72 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3143414 54150 | 18.72 | 1099: | |
| | ACCT 1200 | DEPT 4000 DUE 07/02/2018 | DESC:SSFD | | | | | | | |
| | P O BOX 4370 | SARATOGA SPRINGS NY 12866-8038 | | | | | | | | |
| 368 | 00007 SARATOGA HOSPITA | 164661 6/5/2018 | | 165640 | 18JUL1 | 65.00 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3143014 54720 | 65.00 | 1099: | |
| | ACCT 1200 | DEPT 4000 DUE 07/02/2018 | DESC:OM_SARSPPUB | | | | | | | |
| | OCCUPATION SERVICES A | SERVICE OF SARATOGA HOSPITAL MECHANICVILLE NY 12118 | | | | | | | | |
| 369 | 00000 SARATOGA MASONRY | 164663 164663 | | 165642 | 18JUL1 | 220.80 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3537114 54610 | 220.80 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:DPW | | | | | | | |
| | 435 MAPLE AVENUE - ROUTE 9 | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 371 | 00002 SARATOGA QUALITY | 164664 164664 | | 165643 | 18JUL1 | 843.45 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3031654 54610 | 158.08 | 1099: | |
| | ACCT 1200 | DEPT 3000 DUE 07/02/2018 | DESC:209149 | | | | A3537114 54180 | 378.26 | 1099: | |
| | BLUETARP CREDIT SERVICES | PO BOX 105525 ATLANTA GA 30348-5525 | | | | | A3537114 54610 | 248.13 | 1099: | |
| | | | | | | | A3567144 54610 3000 | 58.98 | 1099: | |
| 374 | 00007 SARATOGIAN LLC | 164665 164665 | | 165644 | 18JUL1 | 146.72 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3051414 54490 | 146.72 | 1099: | |
| | ACCT 1200 | DEPT 5000 DUE 07/02/2018 | DESC:19397 | | | | | | | |
| | PO BOX 780154 | PHILADELPHIA PA 19178-0154 | | | | | | | | |
| 376 | 00001 GAZETTE NEWSPAPE | 164666 164666 | | 165645 | 18JUL1 | 88.41 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3051414 54490 | 88.41 | 1099: | |
| | ACCT 1200 | DEPT 5000 DUE 07/02/2018 | DESC:90122 | | | | | | | |
| | P O BOX 1090 | 2345 MAXON ROAD SCHENECTADY NY 12301-1090 | | | | | | | | |
| 7458 | 00000 SELECTIVE INSURA | 164668 6/17/18 | | 165647 | 18JUL1 | 263.00 | .00 | .00 | | |
| | CASH A | 2018/07 INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3011914 54773 | 263.00 | 1099: | |
| | ACCT 1200 | DEPT 5000 DUE 07/02/2018 | DESC:S2265725 | | | | | | | |
| | PO BOX 371468 | PITTSBURGH PA 15250-7468 | | | | | | | | |

NEW INVOICES

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06/29/2018 10:19 | CITY OF SARATOGA SPRINGS LIVE
u101 | 18JUL1

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apinvent

CLERK: u101 BATCH: 2865

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|-------------------|------------------------|----------------------|-----------------|-----------|---------|------------|------------|-------|------------|----------|-----|
| 407 | 00000 STANLEY PAPER CO | 164676 164676 | | 165656 | 18JUL1 | 2,558.11 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031624 | 54140 | | 208.81 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:DPW | | | A3031624 | 54140 | | 83.00 | 1099: | |
| 1 TERMINAL STREET | ALBANY NY | 12206-1014 | | | | A3537114 | 54140 | | 630.92 | 1099: | |
| | | | | | | A3567144 | 54140 3000 | | 458.65 | 1099: | |
| | | | | | | A3567144 | 54140 3000 | | 394.15 | 1099: | |
| | | | | | | A3567174 | 54140 3000 | | 782.58 | 1099: | |
| 2237 | 00001 STAPLES BUSINESS | 164677 3379895041 | | 165658 | 18JUL1 | 27.30 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3011434 | 54110 | | 27.30 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:1018324 | | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | | |
| 2237 | 00001 STAPLES BUSINESS | 164678 3379894827 | | 165659 | 18JUL1 | 38.89 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | Y3618684 | 54110 451 | | 38.89 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:N005296 | | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | | |
| 2237 | 00001 STAPLES BUSINESS | 164679 3379894822 | | 165660 | 18JUL1 | 53.96 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031494 | 54110 | | 49.47 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:3379894825 | | | A3537214 | 54180 | | 4.49 | 1099: | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | | |
| 2237 | 00001 STAPLES BUSINESS | 164680 3377106971 | | 165661 | 18JUL1 | 72.35 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3011434 | 54110 | | 72.35 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:3377106970 | | | | | | | | |
| PO BOX 70242 | PHILADELPHIA PA | 19176-0242 | | | | | | | | | |
| 7061 | 00000 SUPPLY WORKS, IN | 164681 443006184 | | 165662 | 18JUL1 | 82.56 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143124 | 54970 | | 82.56 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:712642 | | | | | | | | |
| PO BOX 415133 | BOSTON MA | 02241-5133 | | | | | | | | | |
| 7061 | 00000 SUPPLY WORKS, IN | 164682 164682 | | 165663 | 18JUL1 | 177.21 | | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143314 | 54713 | | 26.27 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:886609 | | | A3143314 | 54610 | | 30.97 | 1099: | |

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06/29/2018 10:19 | CITY OF SARATOGA SPRINGS LIVE
u101 | 18JUL1

P 32
apinvent

CLERK: u101 BATCH: 2865

NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|---------------------------|------------------------|---------------------------|------------------------|-----------|---------|----------------|---------------|------------|----------|-----|
| 5997 | 00001 TIME WARNER CABL | 164691 904547801061718 | | 165672 | 18JUL1 | 500.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3567194 54720 | | 500.00 | 1099: | |
| ACCT 1200 | DEPT 6000 | DUE 07/02/2018 | DESC:202-904547801-001 | | | | | | | |
| BOX 70872 | CHARLOTTE NC | 28272-0872 | | | | | | | | |
| 7292 | 00001 TOSHIBA BUSINESS | 164692 14543683 | | 165673 | 18JUL1 | 175.04 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | A3011214 54740 | | 175.04 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:TOBS6PA | | | | | | | |
| PO BOX 927 | BUFFALO NY | 14240-0927 | | | | | | | | |
| 6290 | 00000 TRANE U.S. INC. | 164693 39089848 | | 165675 | 18JUL1 | 2,409.26 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 54610 | | 2,409.26 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:3696657 | | | | | | | |
| P.O. BOX 406469 | ATLANTA GA | 30384-6469 | | | | | | | | |
| 7893 | 00000 TREE TOP PRODUCT | 164694 TP00015733 | 180453 | 165676 | 18JUL1 | 3,725.57 | 312.47 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 54180 | | 3,413.10 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:BENCHES | | | A3335014 54180 | | 312.47 | 1099: | |
| 222 E. STATE ST. | BATAVIA IL | 60510 | | | | | | | | |
| 1519 | 00001 ULINE | 164695 98500119 | | 165677 | 18JUL1 | 293.92 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051354 54110 | | 220.44 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:9591872 | | | A3113624 54110 | | 73.48 | 1099: | |
| ATTN: ACCOUNTS RECEIVABLE | P.O. BOX 88741 | CHICAGO IL | 60680-1741 | | | | | | | |
| 1519 | 00001 ULINE | 164696 98100709 | 180450 | 165678 | 18JUL1 | 577.04 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | E3577164 54140 | | 577.04 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:13329745 | | | | | | | |
| ATTN: ACCOUNTS RECEIVABLE | P.O. BOX 88741 | CHICAGO IL | 60680-1741 | | | | | | | |
| 7272 | 00001 US SECURITY ASSO | 164698 2201249 | 180225 | 165680 | 18JUL1 | 1,084.02 | .00 | 15,996.72 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | E3577164 54720 | | 1,084.02 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:2208488 | | | | | | | |
| 3 COMPUTER DRIVE WEST | ALBANY NY | 12205 | | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|----------------|------------------------|---------------------|-----------------------|-----------|---------|------------|---------------|------------|----------|-----|
| 6775 | 00000 VALLEY VIEW SANI | 164699 86K00238 | | 165681 | 18JUL1 | 140.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3143414 | 54720 | 140.00 | 1099: | |
| ACCT 1200 | DEPT 4000 | DUE 07/02/2018 | DESC:118006 | | | | | | | |
| P.O. BOX 267 | BALLSTON SPA NY | 12020 | | | | | | | | |
| 7528 | 00000 VISA | 164700 164700 | | 165682 | 18JUL1 | 144.13 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3577164 | 54201 | 8.31 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:4121265990220290 | | | E3577164 | 54201 | 14.71 | 1099: | |
| PO BOX 30131 | TAMPA FL | 30131 | | | | E3577164 | 54201 | 107.20 | 1099: | |
| | | | | | | E3577164 | 54510 | 13.91 | 1099: | |
| 452 | 00000 VOSS SIGNS | 164701 C-209369 | | 165683 | 18JUL1 | 460.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335014 | 54960 | 460.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:16890 | | | | | | | |
| P O BOX 553 | MANLIUS NY | 13104-0553 | | | | | | | | |
| 3346 | 00001 W B MASON CO INC | 164702 I55417012 | | 165684 | 18JUL1 | 47.46 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3011424 | 54110 | 47.46 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:C1067550 | | | | | | | |
| P O BOX 981101 | BOSTON MA | 02298-1101 | | | | | | | | |
| 3346 | 00001 W B MASON CO INC | 164703 I55413839 | | 165685 | 18JUL1 | 164.62 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3113624 | 54110 | 164.62 | 1099: | |
| ACCT 1200 | DEPT 1000 | DUE 07/02/2018 | DESC:C1067550 | | | | | | | |
| P O BOX 981101 | BOSTON MA | 02298-1101 | | | | | | | | |
| 3346 | 00001 W B MASON CO INC | 164704 164704 | | 165686 | 18JUL1 | 496.03 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031494 | 54110 | 69.27 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:C1067550 | | | A3031494 | 54110 | 54.48 | 1099: | |
| P O BOX 981101 | BOSTON MA | 02298-1101 | | | | A3031494 | 54110 | 83.99 | 1099: | |
| | | | | | | A3031494 | 54110 | -72.99 | 1099: | |
| | | | | | | A3031654 | 54110 | 83.99 | 1099: | |
| | | | | | | F3638314 | 54110 | 277.29 | 1099: | |

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NEW INVOICES

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS PO BY | PO BALANCE | CHK/WIRE | ERR |
|--------------------------|----------------------------|----------------------------|------------------|-----------|---------|------------|---------------|------------|----------|-----|
| 1973 | 00000 WOLBERG ELECTRIC | 164712 164712 | | 165694 | 18JUL1 | 458.68 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3031654 | 54610 | 34.85 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:13696 | | | A3031654 | 54610 | 169.00 | 1099: | |
| 35 INDUSTRIAL PARK ROAD | P O BOX 6309 | ALBANY NY 12206-0309 | | | | A3031654 | 54610 | 83.00 | 1099: | |
| | | | | | | A3335184 | 54750 | 25.00 | 1099: | |
| | | | | | | A3638184 | 54610 | 74.45 | 1099: | |
| | | | | | | F3638334 | 54610 | 72.38 | 1099: | |
| 1973 | 00000 WOLBERG ELECTRIC | 164713 1949224 | 180370 | 165695 | 18JUL1 | 31,650.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3335184 | 54750 | 31,650.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:13696 | | | | | | | |
| 35 INDUSTRIAL PARK ROAD | P O BOX 6309 | ALBANY NY 12206-0309 | | | | | | | | |
| 374 | 00007 SARATOGIAN LLC | 164714 164714 | | 165696 | 18JUL1 | 95.10 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54490 | 95.10 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:19397 | | | | | | | |
| PO BOX 780154 | PHILADELPHIA PA 19178-0154 | | | | | | | | | |
| 7852 | 00000 SCS FIELD SERVIC | 164717 0324669 | 180249 | 165699 | 18JUL1 | 1,300.00 | .00 | 20,250.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3638184 | 54720 | 1,300.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:07218139.00 | | | | | | | |
| 400 CHAPEL RD., UNIT 3H | SOUTH WINDSOR CT 06074 | | | | | | | | | |
| 223 | 00001 RICOH USA, INC | 164718 5053759927 | 180106 | 165700 | 18JUL1 | 29.73 | .00 | 1,488.23 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54740 | 29.73 | 1099: | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:4659857 | | | | | | | |
| P O BOX 827577 | PHILADELPHIA PA 19182-7577 | | | | | | | | | |
| 1265 | 00000 THOMAS G PASMIK | 164719 10354 | | 165701 | 18JUL1 | 108.00 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | A3051414 | 54110 | 108.00 | 1099:7 | |
| ACCT 1200 | DEPT 5000 | DUE 07/02/2018 | DESC:6/28/18 | | | | | | | |
| DBA:TOM'S LOCKSMITH SHOP | 32 CHERRY STREET | SARATOGA SPRINGS NY 12866 | | | | | | | | |
| 24 | 00001 ADIRONDACK TRUST | 164720 7/10/18 INTEREST | | 165702 | 18JUL1 | 195.74 | .00 | .00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: Y | DISC: .00 | | E3579787 | 57029 | 195.74 | 1099: | |
| ACCT 1200 | DEPT 7000 | DUE 07/02/2018 | DESC:LAON 341830 | | | | | | | |

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NEW INVOICES

| VENDOR | REMIT NAME | DOCUMENT INVOICE | PO | VOUCHER | WARRANT | NET AMOUNT | EXCEEDS | PO BY | PO BALANCE | CHK/WIRE | ERR |
|--|------------|------------------|-------------------|-------------------|---------|------------|----------|-------|------------|----------|-----|
| 473 BROADWAY SARATOGA SPRINGS NY 12866 | | | | | | | | | | | |
| 7852 | 00000 | SCS FIELD SERVIC | 164721 0322995 | 180249 | 165703 | 18JUL1 | 2,050.00 | .00 | 20,250.00 | | |
| CASH A | 2018/07 | INV 06/27/2018 | SEP-CHK: N | DISC: .00 | | | A3638184 | 54720 | 2,050.00 | 1099: | |
| ACCT 1200 | DEPT 3000 | DUE 07/02/2018 | DESC:LANDFILL | O&M | | | | | | | |
| 400 CHAPEL RD., UNIT 3H SOUTH WINDSOR CT 06074 | | | | | | | | | | | |
| 217 APPROVED UNPAID INVOICES | | | | TOTAL | | 593,112.07 | | | | | |
| | | | | | | | | | | | |
| 217 INVOICE(S) | | | | REPORT POST TOTAL | | 593,112.07 | | | | | |

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CLERK: u101 BATCH: 2865

ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|---------|------------|----------------------|-----------------|----------|------------------|
| 2018 07 | A3011214 A | -30-1-1210-4-54540 - | TRAVEL | 29.76 | 252.12 |
| | A3011214 A | -30-1-1210-4-54740 - | SERVICE CONTRAC | 175.04 | 1,071.92 |
| | A3011424 A | -30-1-1420-4-54110 - | OFFICE SUPPLIES | 47.46 | 298.70 |
| | A3011424 A | -30-1-1420-4-54720 - | SERVICE CONTRAC | 1,643.00 | 147.50 |
| | A3011434 A | -30-1-1430-4-54110 - | OFFICE SUPPLIES | 99.65 | 943.60 |
| | A3011434 A | -30-1-1430-4-54570 - | TRAINING | 154.78 | 495.22 |
| | A3011474 A | -30-1-1431-4-54290 - | MEDICAL EXAMS | 1,075.00 | 7,075.00 |
| | A3011474 A | -30-1-1431-4-54740 - | SERVICE CONTRAC | 53.11 | 1,090.82 |
| | A3011478 A | -30-1-1431-8-58016 - | DENTAL PREMIUMS | -36.62 | 191.26 |
| | A3011914 A | -30-1-1910-4-54773 - | LIABILITY INSUR | 263.00 | 5,555.08 |
| | A3021314 A | -30-2-1310-4-54110 - | OFFICE SUPPLIES | 224.04 | 5,347.48 |
| | A3021314 A | -30-2-1310-4-54120 - | POSTAGE | 24.70 | 4,412.57 |
| | A3021314 A | -30-2-1310-4-54720 - | SERVICE CONTRAC | 58.80 | 529.11 |
| | A3021692 A | -30-2-1681-2-52230 - | HARDWARE | 279.96 | 28,376.74 |
| | A3021694 A | -30-2-1681-4-54720 - | SERVICE CONTRAC | 96.00 | 46,001.21 |
| | A3031444 A | -30-3-1440-4-54230 - | DUES | 7.00 | 399.00 |
| | A3031444 A | -30-3-1440-4-54725 - | SERVICE CONTRAC | 3,819.50 | 66,510.19 |
| | A3031494 A | -30-3-1490-4-54110 - | OFFICE SUPPLIES | 184.22 | 877.39 |
| | A3031594 A | -30-3-1590-4-54610 - | REPAIRS & MAINT | 193.70 | 1,225.38 |
| | A3031624 A | -30-3-1620-4-54140 - | JANITORIAL SUPP | 291.81 | 3,858.21 |
| | A3031624 A | -30-3-1620-4-54180 - | OTHER SUPPLIES | 1,371.02 | 2,574.31 |
| | A3031624 A | -30-3-1620-4-54610 - | REPAIRS & MAINT | 1,767.00 | 17,821.74 |
| | A3031644 A | -30-3-1622-4-54612 - | REPAIRS & MAINT | 71.35 | 3,103.03 |
| | A3031654 A | -30-3-1623-4-54110 - | OFFICE SUPPLIES | 83.99 | 28.55 |
| | A3031654 A | -30-3-1623-4-54140 - | JANITORIAL SUPP | 49.68 | 448.67 |
| | A3031654 A | -30-3-1623-4-54180 - | OTHER SUPPLIES | 701.14 | 246.08 |
| | A3031654 A | -30-3-1623-4-54320 - | TOOLS | 215.64 | 784.36 |
| | A3031654 A | -30-3-1623-4-54610 - | REPAIRS & MAINT | 552.32 | 233.23 |
| | A3051354 A | -30-5-1355-4-54110 - | OFFICE SUPPLIES | 220.44 | 69.56 |
| | A3051414 A | -30-5-1410-4-54110 - | OFFICE SUPPLIES | 108.00 | 3,082.41 |
| | A3051414 A | -30-5-1410-4-54490 - | GENERAL ADVERTI | 374.43 | 4,277.06 |
| | A3051414 A | -30-5-1410-4-54573 - | RISK-SAFETY PRO | 4,058.31 | 30,534.92 |
| | A3051414 A | -30-5-1410-4-54740 - | SERVICE CONTRAC | 219.70 | 801.67 |
| | A3113514 A | -31-1-3510-4-54720 - | SERVICE CONTRAC | 2,895.00 | 2,105.00 |
| | A3113624 A | -31-1-3620-4-54110 - | OFFICE SUPPLIES | 238.10 | 886.05 |
| | A3113624 A | -31-1-3620-4-54250 - | CONFERENCE REGI | 277.00 | 144.00 |
| | A3113624 A | -31-1-3620-4-54725 - | SERVICE CONTRAC | 7,500.00 | 17,625.00 |
| | A3143014 A | -31-4-3010-4-54720 - | SERVICE CONTRAC | 65.00 | 15,442.00 |
| | A3143022 A | -31-4-3020-2-52230 - | HARDWARE | 1,609.23 | 5,331.01 |
| | A3143122 A | -31-4-3120-2-52620 - | POLICE EQUIPMEN | 351.10 | 38,168.40 |
| | A3143124 A | -31-4-3120-4-54110 - | OFFICE SUPPLIES | 113.93 | 840.76 |
| | A3143124 A | -31-4-3120-4-54120 - | POSTAGE | 33.55 | 1,231.36 |
| | A3143124 A | -31-4-3120-4-54160 - | UNIFORMS | 816.95 | 54,910.40 |
| | A3143124 A | -31-4-3120-4-54180 - | OTHER SUPPLIES | 460.20 | 8,166.31 |
| | A3143124 A | -31-4-3120-4-54510 - | REPAIRS & MAINT | 4,684.42 | 31,959.98 |
| | A3143124 A | -31-4-3120-4-54610 - | REPAIRS & MAINT | 384.05 | 2,765.65 |
| | A3143124 A | -31-4-3120-4-54720 - | SERVICE CONTRAC | 400.00 | 47,891.61 |
| | A3143124 A | -31-4-3120-4-54740 - | SERVICE CONTRAC | 83.55 | 61,838.62 |
| | A3143124 A | -31-4-3120-4-54970 - | K-9 CARE | 82.56 | 23,380.13 |
| | A3143314 A | -31-4-3310-4-54332 - | MATERIALS & REP | 313.84 | 32,877.98 |
| | A3143314 A | -31-4-3310-4-54610 - | REPAIRS & MAINT | 30.97 | 8,926.40 |

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ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|--------|----------|----------------------------|-----------------|-----------|------------------|
| | A3143314 | A -31-4-3310-4-54713 - | PAVEMENT MARKIN | 97.87 | 16,991.68 |
| | A3143414 | A -31-4-3410-4-54150 - | EMS SUPPLIES | 2,100.93 | 8,829.01 |
| | A3143414 | A -31-4-3410-4-54200 - | HOUSE SUPPLIES | 522.90 | 3,592.37 |
| | A3143414 | A -31-4-3410-4-54471 - | EMS TRAINING | 15.00 | 1,005.85 |
| | A3143414 | A -31-4-3410-4-54570 - | TRAINING | 141.00 | 17,198.00 |
| | A3143414 | A -31-4-3410-4-54610 - | REPAIRS & MAINT | 1,318.52 | 7,875.97 |
| | A3143414 | A -31-4-3410-4-54720 - | SERVICE CONTRAC | 140.00 | 14,297.00 |
| | A3143414 | A -31-4-3410-4-54740 - | SERVICE CONTRAC | 3,771.26 | 666.50 |
| | A3143624 | A -31-4-3620-4-54110 - | OFFICE SUPPLIES | 577.94 | 1,130.42 |
| | A3143632 | A -31-4-3625-2-52100 - | EQUIPMENT | 2,634.96 | 35,000.00 |
| | A3143634 | A -31-4-3625-4-54111 - | MEDICAL SUPPLIE | 1,109.64 | 2,890.36 |
| | A3143634 | A -31-4-3625-4-54747 - | AMBULANCE BILLI | 7,496.28 | 7,000.00 |
| | A3143644 | A -31-4-3640-4-54720 - | SERVICE CONTRAC | 40.41 | 8,652.98 |
| | A3335014 | A -33-3-5010-4-54100 - | RUBBLE BLACKTOP | 2,351.14 | 9,768.79 |
| | A3335014 | A -33-3-5010-4-54160 - | UNIFORMS | 622.00 | 6,543.55 |
| | A3335014 | A -33-3-5010-4-54180 - | OTHER SUPPLIES | 11,157.65 | -4,875.43 |
| | A3335014 | A -33-3-5010-4-54184 - | FLOWERS | 118.16 | 4,722.75 |
| | A3335014 | A -33-3-5010-4-54510 - | REPAIRS & MAINT | 5,112.73 | 43,770.74 |
| | A3335014 | A -33-3-5010-4-54530 - | EQUIPMENT & VEH | 950.00 | 1,015.89 |
| | A3335014 | A -33-3-5010-4-54960 - | STREET SIGNS | 460.00 | 4,258.50 |
| | A3335124 | A -33-3-5111-4-54510 - | REPAIRS & MAINT | 557.65 | 30,310.62 |
| | A3335134 | A -33-3-5112-4-54100 - | RUBBLE BLACKTOP | 44,551.57 | 277,953.09 |
| | A3335134 | A -33-3-5112-4-54530 - | EQUIPMENT & VEH | 37,885.00 | 60,282.63 |
| | A3335184 | A -33-3-5182-4-54750 - | STREET LIGHTING | 31,675.00 | 262,009.89 |
| | A3335654 | A -33-3-5650-4-54610 - | REPAIRS & MAINT | 138.47 | 1,515.40 |
| | A3416784 | A -34-1-6780-4-54720 - | SERVICE CONTRAC | 1,502.00 | .00 |
| | A3416794 | A -34-1-6795-4-54720 - | SERVICE CONTRAC | 1,502.00 | .00 |
| | A3517514 | A -35-1-7510-4-54250 - | CONFERENCE REGI | 231.00 | 201.00 |
| | A3537114 | A -35-3-7110-4-54140 - | JANITORIAL SUPP | 630.92 | 2,710.30 |
| | A3537114 | A -35-3-7110-4-54180 - | OTHER SUPPLIES | 534.42 | 788.19 |
| | A3537114 | A -35-3-7110-4-54610 - | REPAIRS & MAINT | 2,838.58 | 1,940.63 |
| | A3537114 | A -35-3-7110-4-54680 - | LANDSCAPING | 1,908.17 | 869.94 |
| | A3537214 | A -35-3-7200-4-54180 - | OTHER SUPPLIES | 8.87 | 2,439.86 |
| | A3567144 | A -35-6-7140-4-54110 - | OFFICE SUPPLIES | 319.19 | 2,961.19 |
| | A3567144 | A -35-6-7140-4-54140 -3000 | JANITORIAL SUPP | 852.80 | -394.15 |
| | A3567144 | A -35-6-7140-4-54170 - | SPORTS SUPPLIES | 99.00 | 1,658.65 |
| | A3567144 | A -35-6-7140-4-54180 -3000 | OTHER SUPPLIES | 1,094.74 | 3,137.94 |
| | A3567144 | A -35-6-7140-4-54600 - | ADVERTISING | 500.00 | 1,000.00 |
| | A3567144 | A -35-6-7140-4-54610 -3000 | REPAIRS & MAINT | 522.35 | 1,350.99 |
| | A3567144 | A -35-6-7140-4-54740 - | SERVICE CONTRAC | 144.63 | 8,875.29 |
| | A3567154 | A -35-6-7150-4-54110 - | OFFICE SUPPLIES | 310.34 | 64.66 |
| | A3567154 | A -35-6-7150-4-54180 - | OTHER SUPPLIES | 447.14 | 3,097.23 |
| | A3567172 | A -35-6-7171-2-52200 - | OFFICE EQUIPMEN | 236.00 | 1,228.00 |
| | A3567174 | A -35-6-7171-4-54140 -3000 | JANITORIAL SUPP | 782.58 | 6,499.14 |
| | A3567174 | A -35-6-7171-4-54610 -3000 | REPAIRS & MAINT | 100.83 | 13,026.16 |
| | A3567184 | A -35-6-7180-4-54180 -3000 | OTHER SUPPLIES | 685.51 | 314.49 |
| | A3567184 | A -35-6-7180-4-54510 -3000 | REPAIRS & MAINT | 54.91 | 659.89 |
| | A3567194 | A -35-6-7181-4-54170 - | SPORTS SUPPLIES | 527.48 | 1,972.52 |
| | A3567194 | A -35-6-7181-4-54720 - | SERVICE CONTRAC | 500.00 | 3,300.00 |
| | A3638144 | A -36-3-8140-4-54180 - | OTHER SUPPLIES | 3,234.44 | 3,988.27 |
| | A3638184 | A -36-3-8180-4-54180 - | OTHER SUPPLIES | 38.36 | 180.24 |

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ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET | |
|--------|----------|---------|--------------------------|-----------------|------------------|------------|
| | A3638184 | A | -36-3-8180-4-54610 - | REPAIRS & MAINT | 74.45 | 1,171.20 |
| | A3638184 | A | -36-3-8180-4-54720 - | SERVICE CONTRAC | 3,350.00 | 8,532.25 |
| | A3638562 | A | -36-3-8560-2-52300 - | MISCELLANEOUS E | 529.00 | 4,770.10 |
| | A3638562 | A | -36-3-8560-2-52700 - | TREES | 189.00 | 5,793.00 |
| | A3638564 | A | -36-3-8560-4-54180 - | OTHER SUPPLIES | 180.95 | 1,086.69 |
| | A3638564 | A | -36-3-8560-4-54320 - | TOOLS | 126.90 | 1,130.11 |
| | A3719068 | A | -37-1-9060-8-58016 - | DENTAL PREMIUMS | 667.71 | 3,353.47 |
| | A3729068 | A | -37-2-9060-8-58016 - | DENTAL PREMIUMS | 190.97 | 954.91 |
| | A3739068 | A | -37-3-9060-8-58016 - | DENTAL PREMIUMS | 1,507.92 | 8,261.40 |
| | A3749068 | A | -37-4-9060-8-58016 - | DENTAL PREMIUMS | 2,765.80 | 14,037.69 |
| | A3759068 | A | -37-5-9060-8-58016 - | DENTAL PREMIUMS | 116.52 | 577.56 |
| | A3769068 | A | -37-6-9060-8-58016 - | DENTAL PREMIUMS | 268.65 | 1,342.41 |
| | A3769068 | A | -37-6-9060-8-58016 -3000 | DENTAL PREMIUMS | 38.84 | 189.48 |
| | E3577164 | E | -35-7-7160-4-54140 - | JANITORIAL SUPP | 1,394.06 | 21,386.06 |
| | E3577164 | E | -35-7-7160-4-54201 - | BUSINESS EXPENS | 190.22 | 175.53 |
| | E3577164 | E | -35-7-7160-4-54230 - | DUES | 530.00 | 1,008.00 |
| | E3577164 | E | -35-7-7160-4-54330 - | REPAIRS & MAINT | 145.00 | 5,823.70 |
| | E3577164 | E | -35-7-7160-4-54510 - | REPAIRS & MAINT | 13.91 | 185.44 |
| | E3577164 | E | -35-7-7160-4-54532 - | BUILDING EQUIPM | 85.80 | -51.20 |
| | E3577164 | E | -35-7-7160-4-54610 - | REPAIRS & MAINT | 3,603.57 | 18,559.89 |
| | E3577164 | E | -35-7-7160-4-54720 - | SERVICE CONTRAC | 6,468.70 | 13,320.65 |
| | E3577164 | E | -35-7-7160-4-54778 - | INSURANCE WC,DI | 7,814.54 | -2,367.01 |
| | E3577164 | E | -35-7-7160-4-54792 - | MISCELLANEOUS | 148.25 | 2,600.83 |
| | E3577164 | E | -35-7-7160-4-54870 - | WEBSITE DESIGN | 5,144.92 | 4,305.08 |
| | E3579787 | E | -35-7-9789-7-57029 - | NON OPERATING I | 195.74 | 4,147.51 |
| | F3638314 | F | -36-3-8310-4-54110 - | OFFICE SUPPLIES | 277.29 | 3,202.72 |
| | F3638322 | F | -36-3-8320-2-52300 - | MISCELLANEOUS E | 190.88 | 2,000.00 |
| | F3638332 | F | -36-3-8330-2-52300 - | MISCELLANEOUS E | 18,513.34 | 35,318.00 |
| | F3638334 | F | -36-3-8330-4-54141 - | CHEMICALS | 11,886.87 | 10,297.08 |
| | F3638334 | F | -36-3-8330-4-54180 - | OTHER SUPPLIES | 54.54 | 4,913.57 |
| | F3638334 | F | -36-3-8330-4-54330 - | REPAIRS & MAINT | 1,526.47 | 38,934.69 |
| | F3638334 | F | -36-3-8330-4-54510 - | REPAIRS & MAINT | 36.37 | 932.54 |
| | F3638334 | F | -36-3-8330-4-54610 - | REPAIRS & MAINT | 248.38 | 5,812.76 |
| | F3638344 | F | -36-3-8340-4-54180 - | OTHER SUPPLIES | 52.32 | 281.10 |
| | F3638352 | F | -36-3-8341-2-52300 - | MISCELLANEOUS E | 10,842.23 | 10,000.00 |
| | F3638354 | F | -36-3-8341-4-54180 - | OTHER SUPPLIES | 4,275.30 | 15,596.54 |
| | F3638354 | F | -36-3-8341-4-54330 - | REPAIRS & MAINT | 67.37 | 932.63 |
| | F3638354 | F | -36-3-8341-4-54510 - | REPAIRS & MAINT | 1,174.87 | 182.31 |
| | F3739068 | F | -37-3-9060-8-58016 - | DENTAL PREMIUMS | 655.84 | 3,645.94 |
| | G3638114 | G | -36-3-8110-4-54180 - | OTHER SUPPLIES | 5,796.52 | 2,787.11 |
| | G3638114 | G | -36-3-8110-4-54510 - | REPAIRS & MAINT | 238.21 | 7,142.40 |
| | G3638124 | G | -36-3-8120-4-54331 - | REPAIRS & MAINT | 704.65 | 12,469.66 |
| | G3638124 | G | -36-3-8120-4-54650 - | UTILITIES | 11.58 | 34,915.02 |
| | G3739068 | G | -37-3-9060-8-58016 - | DENTAL PREMIUMS | 302.76 | 2,627.66 |
| | H3143412 | H | -31-4-3410-2-52000 -1232 | LADDER TRUCK | 119.97 | 11,420.09 |
| | H3146952 | H | -31-4-6950-2-52000 -1245 | CAPITAL PROJECT | 29,008.09 | .00 |
| | H3517114 | H | -35-1-7110-4-54720 -1069 | REC FACILITY DE | 9,470.00 | .00 |
| | H3517142 | H | -35-1-7140-2-52000 -1252 | CAPITAL PROJECT | 50,441.02 | .00 |
| | H3567142 | H | -35-6-7140-2-52000 -1238 | NEW RECREATION | 5,306.25 | .00 |
| | H3638122 | H | -36-3-8120-2-52000 -1183 | CAPITAL PROJECT | 1,066.63 | 689,503.48 |
| | H3638332 | H | -36-3-8330-2-52000 -1167 | CAPITAL PROJECT | 1,592.97 | 111,199.29 |

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ACCOUNT DISTRIBUTION SUMMARY

| YR/PER | ORG | ACCOUNT | DESCRIPTION | AMOUNT | REMAINING BUDGET |
|---------------|-----|-------------------------------------|-----------------|------------|------------------|
| | | H3638332 H -36-3-8330-2-52000 -1259 | CAPITAL PROJECT | 22,685.00 | 1,096,200.00 |
| | | H3936952 H -39-3-6950-2-52000 -1214 | CAPITAL PROJECT | 149,463.00 | 537.00 |
| | | V3719714 V -37-1-9710-4-54720 - | SERVICE CONTRAC | 12,825.00 | 2,429.96 |
| | | Y3618664 Y -36-1-8668-4-54951 -398 | RESIDENTIAL REH | 4,500.00 | -12,020.00 |
| | | Y3618684 Y -36-1-8686-4-54110 -451 | OFFICE SUPPLIES | 38.89 | -272.70 |
| | | Y3618684 Y -36-1-8686-4-54220 -451 | TRAVEL | 29.32 | -177.92 |
| REPORT TOTALS | | | | 593,112.07 | |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|-------------------------|--------------------|--------------|----------|--------|-------|--------|---|-----------|----------|----------|
| 2018 7 9 | API A3051414-54573 | 07/02/2018 W | 18JUL1 | 007550 | | 164526 | RISK-SAFETY PROGRAMMING 1QYD-TYMY-THPW | | 136.87 | |
| API F3638354-54180 | 07/02/2018 W | 18JUL1 | 000327 | 171469 | | 164631 | OTHER SUPPLIES 19081 | | 2,623.35 | |
| API G3638114-54180 | 07/02/2018 W | 18JUL1 | 000327 | 171469 | | 164631 | OTHER SUPPLIES 19081 | | 4,836.66 | |
| POL F3638354-54180 | 07/02/2018 LIQ/INV | | 000327 | 171469 | | 164631 | OTHER SUPPLIES 19081 | 4 2017 | | 2,623.35 |
| POL G3638114-54180 | 07/02/2018 LIQ/INV | | 000327 | 171469 | | 164631 | OTHER SUPPLIES 19081 | 4 2017 | | 4,836.66 |
| API A3051414-54573 | 07/02/2018 W | 18JUL1 | 007534 | 180445 | | 164494 | RISK-SAFETY PROGRAMMING CITYSAR | | 1,342.99 | |
| POL A3051414-54573 | 07/02/2018 LIQ/INV | | 007534 | 180445 | | 164494 | RISK-SAFETY PROGRAMMING CITYSAR | 4 2018 | | 1,342.99 |
| API A3051414-54573 | 07/02/2018 W | 18JUL1 | 007534 | 180443 | | 164495 | RISK-SAFETY PROGRAMMING CITYSAR | | 1,696.34 | |
| POL A3051414-54573 | 07/02/2018 LIQ/INV | | 007534 | 180443 | | 164495 | RISK-SAFETY PROGRAMMING CITYSAR | 4 2018 | | 1,696.34 |
| API A3537114-54180 | 07/02/2018 W | 18JUL1 | 005045 | | | 164496 | OTHER SUPPLIES 17721 | | 85.00 | |
| API A3567144-54610-3000 | 07/02/2018 W | 18JUL1 | 005045 | | | 164496 | REPAIRS & MAINTENANCE BUILDING 17721 | | 350.00 | |
| API A3335014-54510 | 07/02/2018 W | 18JUL1 | 002785 | | | 164497 | REPAIRS & MAINTENANCE VEHICLE S1100 | | 255.00 | |
| API A3143124-54510 | 07/02/2018 W | 18JUL1 | 002785 | | | 164498 | REPAIRS & MAINTENANCE VEHICLE S8575 | | 970.08 | |
| API E3577164-54778 | 07/02/2018 W | 18JUL1 | 004012 | | | 164499 | INSURANCE WC,DISAB, DO LIAB SARATSPR | Y | 5,852.00 | |
| API A3567172-52200 | 07/02/2018 W | 18JUL1 | 007256 | | | 164500 | OFFICE EQUIPMENT 6/13/18 | | 236.00 | |
| API E3577164-54720 | 07/02/2018 W | 18JUL1 | 005044 | | | 164501 | SERVICE CONTRACTS - PROF SERV 023980 | | 66.00 | |
| API E3577164-54140 | 07/02/2018 W | 18JUL1 | 000031 | | | 164502 | JANITORIAL SUPPLIES 662 | | 16.50 | |
| API A3638564-54180 | 07/02/2018 W | 18JUL1 | 000031 | | | 164503 | OTHER SUPPLIES 271 | | 34.97 | |
| API F3638344-54180 | 07/02/2018 W | 18JUL1 | 000031 | | | 164504 | OTHER SUPPLIES 271 | | 52.32 | |
| API A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | | 164505 | REPAIRS & MAINTENANCE BUILDING 271 | | 60.25 | |
| API E3577164-54140 | 07/02/2018 W | 18JUL1 | 000031 | | | 164506 | JANITORIAL SUPPLIES 662 | | 74.26 | |
| API A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | | 164507 | OTHER SUPPLIES 271 | | 76.53 | |
| API A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | | 164508 | REPAIRS & MAINTENANCE BUILDING 271 | | 9.95 | |
| API A3031624-54610 | | | | | | | REPAIRS & MAINTENANCE BUILDING | | 34.07 | |

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|--------------|---------------------|--------------|----------|--------|-------|--------|--------------------------------|------|--------|--------|
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | REPAIRS & MAINTENANCE BUILDING | | 8.64 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | OTHER SUPPLIES | | 32.99 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | OTHER SUPPLIES | | 12.57 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | OTHER SUPPLIES | | 17.77 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | OTHER SUPPLIES | | 15.77 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164508 | 271 | | | |
| API | A3031644-54612 | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | REPAIRS & MAINTENANCE | | 64.99 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | 271 | | | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | REPAIRS & MAINTENANCE BUILDING | | 30.98 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | 271 | | | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | REPAIRS & MAINTENANCE BUILDING | | 46.59 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164509 | 271 | | | |
| API | A3031644-54612 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE | | 6.36 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3567144-54610-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE BUILDING | | 24.09 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3567144-54610-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE BUILDING | | 19.14 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3567174-54610-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE BUILDING | | 7.19 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3567174-54610-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE BUILDING | | 55.17 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3567174-54610-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | REPAIRS & MAINTENANCE BUILDING | | 38.47 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164510 | 271 | | | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164511 | OTHER SUPPLIES | | 217.70 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164511 | 271 | | | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | OTHER SUPPLIES | | 61.62 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | 271 | | | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | OTHER SUPPLIES | | 8.98 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | 271 | | | |
| API | A3031654-54320 | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | TOOLS | | 8.98 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | 271 | | | |
| API | A3031654-54320 | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | TOOLS | | 71.97 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | 271 | | | |
| API | A3031654-54320 | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | TOOLS | | 134.69 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164512 | 271 | | | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164513 | REPAIRS & MAINTENANCE BUILDING | | 290.59 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164513 | 271 | | | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164514 | REPAIRS & MAINTENANCE BUILDING | | 295.25 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164514 | 271 | | | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING | | 36.86 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | 271 | | | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING | | 27.97 | |
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | 271 | | | |

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|--------------|----------------|--------------|----------|--------|-------|--------|---------------------------------------|------|--------|--------|
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING 271 | | 7.98 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING 271 | | 13.98 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING 271 | | 23.36 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING 271 | | 217.05 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | REPAIRS & MAINTENANCE BUILDING 271 | | 72.85 | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | OTHER SUPPLIES 271 | | 25.18 | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164515 | OTHER SUPPLIES 271 | | 24.98 | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 34.81 | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 28.89 | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 43.69 | |
| API | A3335654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 32.97 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 8.04 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 38.78 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 99.90 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 149.80 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 65.94 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 25.98 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164516 | REPAIRS & MAINTENANCE BUILDING 271 | | 98.19 | |
| API | A3638144-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | OTHER SUPPLIES 271 | | 329.58 | |
| API | A3638144-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | OTHER SUPPLIES 271 | | 53.08 | |
| API | A3638144-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | OTHER SUPPLIES 271 | | 237.18 | |
| API | F3638354-54330 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | REPAIRS & MAINTENANCE EQUIPMEN 271 | | 20.98 | |
| API | F3638354-54330 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | REPAIRS & MAINTENANCE EQUIPMEN 271 | | 15.93 | |
| API | F3638354-54330 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | REPAIRS & MAINTENANCE EQUIPMEN 271 | | 30.46 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164517 | REPAIRS & MAINTENANCE BUILDING 271 | | 15.29 | |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------|---------------------|--------------|----------|--------|-------|--------|--------------------------------|------|----------|--------|
| | | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | 271 | | | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | REPAIRS & MAINTENANCE BUILDING | | 490.00 | |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | 271 | | 144.00 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | OTHER SUPPLIES | | 71.52 | |
| API | A3335654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | REPAIRS & MAINTENANCE BUILDING | | 10.04 | |
| API | A3537214-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | OTHER SUPPLIES | | 4.38 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164518 | OTHER SUPPLIES | | 569.97 | |
| API | A3335014-54184 | 07/02/2018 W | 18JUL1 | 000031 | | 164519 | FLOWERS | | 37.76 | |
| API | A3335014-54184 | 07/02/2018 W | 18JUL1 | 000031 | | 164519 | FLOWERS | | 38.98 | |
| API | A3335014-54184 | 07/02/2018 W | 18JUL1 | 000031 | | 164519 | FLOWERS | | 21.21 | |
| API | A3335654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164519 | REPAIRS & MAINTENANCE BUILDING | | 2.88 | |
| API | A3335654-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164519 | REPAIRS & MAINTENANCE BUILDING | | 92.58 | |
| API | A3567144-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 614.24 | |
| API | A3567144-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 60.66 | |
| API | A3567144-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 95.10 | |
| API | A3567144-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 30.11 | |
| API | A3567144-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 255.94 | |
| API | A3638184-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164520 | OTHER SUPPLIES | | 38.36 | |
| API | A3031624-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164521 | OTHER SUPPLIES | | 1,371.02 | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164521 | OTHER SUPPLIES | | 29.37 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164521 | OTHER SUPPLIES | | | 75.24 |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000031 | | 164521 | OTHER SUPPLIES | | | 211.13 |
| API | A3567184-54180-3000 | 07/02/2018 W | 18JUL1 | 000031 | | 164521 | OTHER SUPPLIES | | 685.51 | |
| API | E3577164-54532 | 07/02/2018 W | 18JUL1 | 000033 | | 164522 | BUILDING EQUIPMENT RENTAL | Y | 85.80 | |
| API | A3537114-54680 | 07/02/2018 W | 18JUL1 | 000033 | | 164523 | LANDSCAPING | | 512.75 | |
| | | 07/02/2018 W | 18JUL1 | 000033 | | 164523 | 271 | | | |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------|---------------------|--------------------|----------|--------|--------|--------|--|-----------|----------|----------|
| API | F3638334-54610 | 07/02/2018 W | 18JUL1 | 000031 | | 164524 | REPAIRS & MAINTENANCE BUILDING 271 | | 176.00 | |
| API | A3031654-54140 | 07/02/2018 W | 18JUL1 | 007550 | | 164525 | JANITORIAL SUPPLIES A272JK82AK683L | | 49.68 | |
| API | A3143022-52230 | 07/02/2018 W | 18JUL1 | 000085 | | 164527 | HARDWARE 050356 | | 35.76 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 007263 | | 164528 | SERVICE CONTRACTS - PROF SERV 5/28/18 | | 180.00 | |
| API | A3143634-54111 | 07/02/2018 W | 18JUL1 | 006968 | | 164529 | MEDICAL SUPPLIES 143535 | | 1,109.64 | |
| API | F3638334-54330 | 07/02/2018 W | 18JUL1 | 007851 | | 164530 | REPAIRS & MAINTENANCE EQUIPMEN 02580 | | 1,390.19 | |
| API | A3517514-54250 | 07/02/2018 W | 18JUL1 | 004194 | 180471 | 164531 | CONFERENCE REGISTRATION M. FITZGERALD | | 231.00 | |
| POL | A3517514-54250 | 07/02/2018 LIQ/INV | | 004194 | 180471 | 164531 | CONFERENCE REGISTRATION M. FITZGERALD | 4 2018 | | 231.00 |
| API | A3143122-52620 | 07/02/2018 W | 18JUL1 | 005615 | 180428 | 164532 | POLICE EQUIPMENT 123425 | | 351.10 | |
| POL | A3143122-52620 | 07/02/2018 LIQ/INV | | 005615 | 180428 | 164532 | POLICE EQUIPMENT 123425 | 4 2018 | | 351.10 |
| API | E3577164-54610 | 07/02/2018 W | 18JUL1 | 002188 | | 164533 | REPAIRS & MAINTENANCE BUILDING 5/31/18 | | 1,194.31 | |
| API | A3143414-54740 | 07/02/2018 W | 18JUL1 | 000086 | 180439 | 164534 | SERVICE CONTRACTS - EQUIPMENT CG6, CG7, CG8 | | 3,771.26 | |
| POL | A3143414-54740 | 07/02/2018 LIQ/INV | | 000086 | 180439 | 164534 | SERVICE CONTRACTS - EQUIPMENT CG6, CG7, CG8 | 4 2018 | | 3,771.26 |
| API | H3638332-52000-1167 | 07/02/2018 W | 18JUL1 | 000113 | 180188 | 164535 | CAPITAL PROJECT OUTLAY 539.043.001 | | 1,592.97 | |
| POL | H3638332-52000-1167 | 07/02/2018 LIQ/INV | | 000113 | 180188 | 164535 | CAPITAL PROJECT OUTLAY 539.043.001 | 4 2018 | | 1,592.97 |
| API | A3143644-54720 | 07/02/2018 W | 18JUL1 | 007922 | | 164536 | SERVICE CONTRACTS - PROF SERV POSTAGE REIMB | | 40.41 | |
| API | E3577164-54870 | 07/02/2018 W | 18JUL1 | 007940 | | 164537 | WEBSITE DESIGN 5/1/18 | | 999.92 | |
| API | E3577164-54870 | 07/02/2018 W | 18JUL1 | 007940 | 180468 | 164538 | WEBSITE DESIGN 6/6/18 | | 4,100.00 | |
| POL | E3577164-54870 | 07/02/2018 LIQ/INV | | 007940 | 180468 | 164538 | WEBSITE DESIGN 6/6/18 | 4 2018 | | 4,100.00 |
| API | A3031624-54610 | 07/02/2018 W | 18JUL1 | 007500 | | 164539 | REPAIRS & MAINTENANCE BUILDING 2/27/18 | | 665.00 | |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 003152 | | 164540 | OTHER SUPPLIES SARAT022 | | 184.44 | |
| API | A3335014-54530 | 07/02/2018 W | 18JUL1 | 003152 | | 164540 | EQUIPMENT & VEHICLE RENTAL SARAT022 | | 950.00 | |
| API | H3146952-52000-1245 | 07/02/2018 W | 18JUL1 | 001314 | 171927 | 164541 | CAPITAL PROJECT OUTLAY CHANGE ORDER 1 & 2 | | 4,019.56 | |
| POL | H3146952-52000-1245 | 07/02/2018 LIQ/INV | | 001314 | 171927 | 164541 | CAPITAL PROJECT OUTLAY CHANGE ORDER 1 & 2 | 4 2017 | | 4,019.56 |
| API | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | | 3,851.73 | |

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|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|-----------|-----------|
| | | 07/02/2018 | W 18JUL1 | 001314 | 180230 | 164542 | CHANGE ORDERS 3, 4, 5 | | | |
| POL | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 3,851.73 |
| | | 07/02/2018 | LIQ/INV | 001314 | 180230 | 164542 | CHANGE ORDERS 3, 4, 5 | 2018 | | |
| API | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | | 8,708.86 | |
| | | 07/02/2018 | W 18JUL1 | 001314 | 180253 | 164543 | CHNAGE ORDERS 7,8 9 | | | |
| POL | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 8,708.86 |
| | | 07/02/2018 | LIQ/INV | 001314 | 180253 | 164543 | CHNAGE ORDERS 7,8 9 | 2018 | | |
| API | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | | 500.00 | |
| | | 07/02/2018 | W 18JUL1 | 001314 | 180305 | 164544 | CHANGE ORDER 9 | | | |
| POL | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 500.00 |
| | | 07/02/2018 | LIQ/INV | 001314 | 180305 | 164544 | CHANGE ORDER 9 | 2018 | | |
| API | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | | 11,927.94 | |
| | | 07/02/2018 | W 18JUL1 | 001314 | 180394 | 164545 | CHANGE ORDER 10 | | | |
| POL | H3146952-52000-1245 | | | | | | CAPITAL PROJECT OUTLAY | 4 | | 11,927.94 |
| | | 07/02/2018 | LIQ/INV | 001314 | 180394 | 164545 | CHANGE ORDER 10 | 2018 | | |
| API | A3143414-54150 | | | | | | EMS SUPPLIES | | 404.90 | |
| | | 07/02/2018 | W 18JUL1 | 004542 | 180288 | 164546 | 205698 | | | |
| POL | A3143414-54150 | | | | | | EMS SUPPLIES | 4 | | 404.90 |
| | | 07/02/2018 | LIQ/INV | 004542 | 180288 | 164546 | 205698 | 2018 | | |
| API | A3143124-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 384.05 | |
| | | 07/02/2018 | W 18JUL1 | 007426 | | 164547 | CITSAR | | | |
| API | A3143414-54610 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 1,318.52 | |
| | | 07/02/2018 | W 18JUL1 | 007426 | | 164548 | CITSAR | | | |
| API | A3113624-54250 | | | | | | CONFERENCE REGISTRATION | | 45.00 | |
| | | 07/02/2018 | W 18JUL1 | 000819 | | 164549 | COGAN, BARNEY, MILLER | | | |
| API | A3113624-54250 | | | | | | CONFERENCE REGISTRATION | | 50.00 | |
| | | 07/02/2018 | W 18JUL1 | 000819 | | 164550 | P. COGAN | | | |
| API | A3567144-54610-3000 | | | | | | REPAIRS & MAINTENANCE BUILDING | | 70.14 | |
| | | 07/02/2018 | W 18JUL1 | 000139 | | 164551 | 3691 | | | |
| API | A3143124-54160 | | | | | | UNIFORMS | | 511.97 | |
| | | 07/02/2018 | W 18JUL1 | 005392 | | 164552 | CLOTHING REIMB | | | |
| API | E3577164-54720 | | | | | | SERVICE CONTRACTS - PROF SERV | | 616.63 | |
| | | 07/02/2018 | W 18JUL1 | 000417 | | 164553 | 28-25070 4 | | | |
| API | A3143314-54332 | | | | | | MATERIALS & REPAIRS TRAFFIC LT | | 274.84 | |
| | | 07/02/2018 | W 18JUL1 | 002948 | 180448 | 164554 | 6731216 | | | |
| POL | A3143314-54332 | | | | | | MATERIALS & REPAIRS TRAFFIC LT | 4 | | 274.84 |
| | | 07/02/2018 | LIQ/INV | 002948 | 180448 | 164554 | 6731216 | 2018 | | |
| API | A3021692-52230 | | | | | | HARDWARE | | 279.96 | |
| | | 07/02/2018 | W 18JUL1 | 002948 | | 164555 | 6731216 | | | |
| API | A3031444-54725 | | | | | | SERVICE CONTRACTS ENGINEERING | | 1,531.25 | |
| | | 07/02/2018 | W 18JUL1 | 000825 | 180312 | 164556 | 31804.04 | | | |
| POL | A3031444-54725 | | | | | | SERVICE CONTRACTS ENGINEERING | 4 | | 1,531.25 |
| | | 07/02/2018 | LIQ/INV | 000825 | 180312 | 164556 | 31804.04 | 2018 | | |
| API | A3031444-54725 | | | | | | SERVICE CONTRACTS ENGINEERING | | 2,288.25 | |
| | | 07/02/2018 | W 18JUL1 | 000825 | 171537 | 164557 | 31704.08 | | | |
| POL | A3031444-54725 | | | | | | SERVICE CONTRACTS ENGINEERING | 4 | | 2,288.25 |
| | | 07/02/2018 | LIQ/INV | 000825 | 171537 | 164557 | 31704.08 | 2017 | | |
| API | A3113624-54725 | | | | | | SERVICE CONTRACTS ENGINEERING | | 7,500.00 | |
| | | 07/02/2018 | W 18JUL1 | 000825 | 180393 | 164558 | 31804.06 | | | |

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|--------------|---------------------|------------|----------|--------|--------|--------|---|-----------|-----------|-----------|
| POL | A3113624-54725 | 07/02/2018 | LIQ/INV | 000825 | 180393 | 164558 | SERVICE CONTRACTS ENGINEERING 4 31804.06 | 2018 | | 7,500.00 |
| API | Y3618684-54220-451 | 07/02/2018 | W 18JUL1 | 007563 | | 164559 | TRAVEL MILEAGE | Y | 29.32 | |
| API | A3537114-54610 | 07/02/2018 | W 18JUL1 | 002087 | | 164560 | REPAIRS & MAINTENANCE BUILDING 71800 | | 924.36 | |
| API | A3567144-54180-3000 | 07/02/2018 | W 18JUL1 | 000872 | | 164561 | OTHER SUPPLIES 282 | | 38.69 | |
| API | A3638564-54320 | 07/02/2018 | W 18JUL1 | 004623 | | 164562 | TOOLS 6/1/18 | | 126.90 | |
| API | A3143124-54160 | 07/02/2018 | W 18JUL1 | 007515 | | 164563 | UNIFORMS CLOTHING REIMB | | 56.64 | |
| API | E3577164-54330 | 07/02/2018 | W 18JUL1 | 004218 | 180378 | 164564 | REPAIRS & MAINTENANCE EQUIPMEN 6/12/18 | | 145.00 | |
| POL | E3577164-54330 | 07/02/2018 | LIQ/INV | 004218 | 180378 | 164564 | REPAIRS & MAINTENANCE EQUIPMEN 4 6/12/18 | 2018 | | 145.00 |
| API | A3567144-54740 | 07/02/2018 | W 18JUL1 | 000172 | | 164565 | SERVICE CONTRACTS - EQUIPMENT SSCI15 | | 137.91 | |
| API | A3335014-54184 | 07/02/2018 | W 18JUL1 | 004687 | | 164566 | FLOWERS 2586421 | | 20.21 | |
| API | F3638334-54180 | 07/02/2018 | W 18JUL1 | 004687 | | 164566 | OTHER SUPPLIES 2586421 | | 54.54 | |
| API | A3143124-54110 | 07/02/2018 | W 18JUL1 | 005903 | | 164567 | OFFICE SUPPLIES 9745 | | 113.93 | |
| API | F3638322-52300 | 07/02/2018 | W 18JUL1 | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | | 190.88 | |
| API | F3638332-52300 | 07/02/2018 | W 18JUL1 | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | | 18,513.34 | |
| API | F3638352-52300 | 07/02/2018 | W 18JUL1 | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | | 10,842.23 | |
| POL | F3638322-52300 | 07/02/2018 | LIQ/INV | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | 4 2017 | | 190.88 |
| POL | F3638332-52300 | 07/02/2018 | LIQ/INV | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | 4 2017 | | 18,513.34 |
| POL | F3638352-52300 | 07/02/2018 | LIQ/INV | 005084 | 171833 | 164568 | MISCELLANEOUS EQUIPMENT 14480 | 4 2017 | | 10,842.23 |
| API | A3021314-54120 | 07/02/2018 | W 18JUL1 | 000001 | | 164569 | POSTAGE CHRISTINE | | 24.70 | |
| API | A3143124-54120 | 07/02/2018 | W 18JUL1 | 000001 | | 164570 | POSTAGE A. TEMPLE | | 33.55 | |
| API | A3021694-54720 | 07/02/2018 | W 18JUL1 | 000001 | | 164571 | SERVICE CONTRACTS - PROF SERV K. KLING | | 96.00 | |
| API | V3719714-54720 | 07/02/2018 | W 18JUL1 | 001889 | 180018 | 164572 | SERVICE CONTRACTS - PROF SERV 6/20/18 | | 10,200.00 | |
| POL | V3719714-54720 | 07/02/2018 | LIQ/INV | 001889 | 180018 | 164572 | SERVICE CONTRACTS - PROF SERV 4 6/20/18 | 2018 | | 12,000.00 |
| API | A3031444-54230 | 07/02/2018 | W 18JUL1 | 004591 | | 164573 | DUES PARKING REIMB | | 7.00 | |
| API | A3143414-54200 | | | | | | HOUSE SUPPLIES | | 139.00 | |

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|-------------------------|-----------------|----------|--------|--------|--------|---|-----------|-----------|-----------|
| API A3051414-54490 | 07/02/2018 W | 18JUL1 | 003636 | | 164574 | SSFD | | | |
| API E3577164-54792 | 07/02/2018 W | 18JUL1 | 000376 | | 164575 | GENERAL ADVERTISING 90122 | | 44.20 | |
| API A3567144-54600 | 07/02/2018 W | 18JUL1 | 000376 | | 164576 | MISCELLANEOUS 163483 | | 148.25 | |
| API A3011424-54720 | 07/02/2018 W | 18JUL1 | 000376 | | 164577 | ADVERTISING 1086326 | | 500.00 | |
| POL A3011424-54720 | 07/02/2018 W | 18JUL1 | 007562 | 180409 | 164578 | SERVICE CONTRACTS - PROF SERV LEGAL SERVICES | | 1,643.00 | |
| API A3031654-54180 | 07/02/2018 W | 18JUL1 | 007562 | 180409 | 164578 | SERVICE CONTRACTS - PROF SERV LEGAL SERVICES | 4 2018 | | 1,643.00 |
| API A3335014-54180 | 07/02/2018 W | 18JUL1 | 000189 | | 164579 | OTHER SUPPLIES 800013294 | | 122.52 | |
| POL A3335014-54180 | 07/02/2018 W | 18JUL1 | 000189 | 180472 | 164580 | OTHER SUPPLIES 800013294 | | 3,001.88 | |
| API A3537114-54610 | 07/02/2018 W | 18JUL1 | 000189 | 180472 | 164580 | OTHER SUPPLIES 800013294 | 4 2018 | | 3,001.88 |
| API H3638122-52000-1183 | 07/02/2018 W | 18JUL1 | 002893 | | 164581 | REPAIRS & MAINTENANCE BUILDING 6/13/18 | | 235.00 | |
| POL H3638122-52000-1183 | 07/02/2018 W | 18JUL1 | 006210 | 171587 | 164582 | CAPITAL PROJECT OUTLAY ALB-2017137.00 | | 1,066.63 | |
| API H3517142-52000-1252 | 07/02/2018 W | 18JUL1 | 006210 | 171587 | 164582 | CAPITAL PROJECT OUTLAY ALB-2017137.00 | 4 2017 | | 1,066.63 |
| POL H3517142-52000-1252 | 07/02/2018 W | 18JUL1 | 006210 | 171866 | 164584 | CAPITAL PROJECT OUTLAY GREENBELT TRAIL | | 50,441.02 | |
| API A3335014-54510 | 07/02/2018 W | 18JUL1 | 006210 | 171866 | 164584 | CAPITAL PROJECT OUTLAY GREENBELT TRAIL | 4 2017 | | 50,441.02 |
| API H3567142-52000-1238 | 07/02/2018 W | 18JUL1 | 000143 | | 164585 | REPAIRS & MAINTENANCE VEHICLE 76060 | | 521.08 | |
| POL H3567142-52000-1238 | 07/02/2018 W | 18JUL1 | 007718 | 171684 | 164586 | NEW RECREATION FIELD 6/10/18 | | 5,306.25 | |
| API A3011478-58016 | 07/02/2018 W | 18JUL1 | 007718 | 171684 | 164586 | NEW RECREATION FIELD 6/10/18 | 4 2017 | | 5,306.25 |
| API A3719068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | | 36.62 |
| API A3729068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 667.71 | |
| API A3739068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 190.97 | |
| API F3739068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 1,507.92 | |
| API G3739068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 655.84 | |
| API A3749068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 302.76 | |
| API A3759068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 2,765.80 | |
| | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 116.52 | |

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|--------------|---------------------|--------------------|----------|--------|--------|--------|---|-----------|-----------|-----------|
| API | A3769068-58016 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 268.65 | |
| API | A3769068-58016-3000 | 07/02/2018 W | 18JUL1 | 007828 | | 164587 | DENTAL PREMIUMS 00 544643 | | 38.84 | |
| API | A3113624-54250 | 07/02/2018 W | 18JUL1 | 007945 | | 164588 | CONFERENCE REGISTRATION MIKE CARLSON | | 182.00 | |
| API | A3143414-54150 | 07/02/2018 W | 18JUL1 | 006100 | 180287 | 164589 | EMS SUPPLIES 2534048 | | 379.78 | |
| POL | A3143414-54150 | 07/02/2018 LIQ/INV | | 006100 | 180287 | 164589 | EMS SUPPLIES 2534048 | 4 2018 | | 379.78 |
| API | A3143414-54150 | 07/02/2018 W | 18JUL1 | 006100 | 180287 | 164590 | EMS SUPPLIES 2534048 | | 1,001.49 | |
| POL | A3143414-54150 | 07/02/2018 LIQ/INV | | 006100 | 180287 | 164590 | EMS SUPPLIES 2534048 | 4 2018 | | 1,001.49 |
| API | F3638334-54141 | 07/02/2018 W | 18JUL1 | 000202 | 180473 | 164591 | CHEMICALS 984 | | 5,855.51 | |
| POL | F3638334-54141 | 07/02/2018 LIQ/INV | | 000202 | 180473 | 164591 | CHEMICALS 984 | 4 2018 | | 5,855.51 |
| API | E3577164-54870 | 07/02/2018 W | 18JUL1 | 007621 | | 164593 | WEBSITE DESIGN 6/10/18 | | 45.00 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 002736 | | 164594 | SERVICE CONTRACTS - PROF SERV ST-16468 | | 153.00 | |
| API | A3031594-54610 | 07/02/2018 W | 18JUL1 | 006004 | | 164595 | REPAIRS & MAINTENANCE BUILDING 10102636 | | 193.70 | |
| API | G3638124-54331 | 07/02/2018 W | 18JUL1 | 006004 | | 164595 | REPAIRS & MAINTENANCE PUMPS 10102636 | | 704.65 | |
| API | A3143414-54150 | 07/02/2018 W | 18JUL1 | 001257 | | 164596 | EMS SUPPLIES 6/19/18 | | 148.02 | |
| API | A3143414-54150 | 07/02/2018 W | 18JUL1 | 001257 | | 164597 | EMS SUPPLIES 6/19/18 | | 148.02 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 005966 | | 164598 | REPAIRS & MAINTENANCE VEHICLE SARAT001 | | 215.25 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 005966 | | 164598 | REPAIRS & MAINTENANCE VEHICLE SARAT001 | | 73.97 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 005966 | | 164598 | REPAIRS & MAINTENANCE VEHICLE SARAT001 | | 333.82 | |
| API | G3638114-54510 | 07/02/2018 W | 18JUL1 | 005966 | | 164598 | REPAIRS & MAINTENANCE VEHICLE SARAT001 | | 238.21 | |
| API | A3011214-54540 | 07/02/2018 W | 18JUL1 | 007508 | | 164599 | TRAVEL MILEAGE | | 29.76 | |
| API | Y3618664-54951-398 | 07/02/2018 W | 18JUL1 | 007879 | | 164601 | RESIDENTIAL REHAB SINGLE FAMIL REHAB GRANT | Y | 1,500.00 | |
| API | A3335134-54530 | 07/02/2018 W | 18JUL1 | 004802 | 180387 | 164602 | EQUIPMENT & VEHICLE RENTAL 2018202 | | 18,390.00 | |
| POL | A3335134-54530 | 07/02/2018 LIQ/INV | | 004802 | 180387 | 164602 | EQUIPMENT & VEHICLE RENTAL 2018202 | 4 2018 | | 18,390.00 |
| API | A3335134-54530 | 07/02/2018 W | 18JUL1 | 004802 | 180387 | 164603 | EQUIPMENT & VEHICLE RENTAL 2018202 | | 19,495.00 | |
| POL | A3335134-54530 | | | | | | EQUIPMENT & VEHICLE RENTAL | 4 | | 19,495.00 |

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|--------------|---------------------|------------|----------|--------|--------|--------|--------------------------------|------|------------|------------|
| API | H3517114-54720-1069 | 07/02/2018 | LIQ/INV | 004802 | 180387 | 164603 | 2018202 | 2018 | | |
| | | 07/02/2018 | W 18JUL1 | 007887 | 180376 | 164604 | REC FACILITY DESIGN AND CONST | | 7,985.00 | |
| API | H3517114-54720-1069 | 07/02/2018 | W 18JUL1 | 007887 | | 164604 | 5/24/18 | | | |
| | | 07/02/2018 | W 18JUL1 | 007887 | | 164604 | REC FACILITY DESIGN AND CONST | Y | 1,485.00 | |
| POL | H3517114-54720-1069 | 07/02/2018 | W 18JUL1 | 007887 | | 164604 | 5/24/18 | | | |
| | | 07/02/2018 | LIQ/INV | 007887 | 180376 | 164604 | REC FACILITY DESIGN AND CONST | 4 | | 7,985.00 |
| API | H3638332-52000-1259 | 07/02/2018 | LIQ/INV | 007887 | 180376 | 164604 | 5/24/18 | 2018 | | |
| | | 07/02/2018 | W 18JUL1 | 006513 | 180313 | 164605 | CAPITAL PROJECT OUTLAY | | 22,685.00 | |
| POL | H3638332-52000-1259 | 07/02/2018 | LIQ/INV | 006513 | 180313 | 164605 | RFP 2018-17 | | | |
| | | 07/02/2018 | W 18JUL1 | 006513 | 180313 | 164605 | CAPITAL PROJECT OUTLAY | 4 | | 22,685.00 |
| API | A3335014-54160 | 07/02/2018 | W 18JUL1 | 003272 | | 164606 | RFP 2018-17 | 2018 | | |
| | | 07/02/2018 | W 18JUL1 | 003272 | | 164606 | UNIFORMS | | 622.00 | |
| API | A3335014-54510 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 96797 | | 359.84 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE VEHICLE | | | |
| API | A3335014-54510 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | 955.53 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE VEHICLE | | | |
| API | F3638334-54330 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | 127.36 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE EQUIPMEN | | | |
| API | F3638334-54330 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | 89.21 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE EQUIPMEN | | | |
| API | F3638334-54330 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | | 80.29 |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE EQUIPMEN | | | |
| API | F3638354-54510 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | 262.22 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE VEHICLE | | | |
| API | F3638354-54510 | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | 6017550 | | 214.67 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | | 164607 | REPAIRS & MAINTENANCE VEHICLE | | | |
| API | H3936952-52000-1214 | 07/02/2018 | W 18JUL1 | 000386 | 180228 | 164608 | 6017550 | | 149,463.00 | |
| | | 07/02/2018 | W 18JUL1 | 000386 | 180228 | 164608 | CAPITAL PROJECT OUTLAY | | | |
| POL | H3936952-52000-1214 | 07/02/2018 | LIQ/INV | 000386 | 180228 | 164608 | 6017550 | 4 | | 149,463.00 |
| | | 07/02/2018 | W 18JUL1 | 000288 | | 164609 | CAPITAL PROJECT OUTLAY | 2018 | | |
| API | A3143124-54180 | 07/02/2018 | W 18JUL1 | 000288 | | 164609 | OTHER SUPPLIES | | 460.20 | |
| | | 07/02/2018 | W 18JUL1 | 006306 | 180211 | 164610 | 2035867 | | 7,496.28 | |
| API | A3143634-54747 | 07/02/2018 | W 18JUL1 | 006306 | 180211 | 164610 | AMBULANCE BILLING CONTRACTED S | | | |
| | | 07/02/2018 | LIQ/INV | 006306 | 180211 | 164610 | 2018 AMBULANCE BILLING | | | |
| POL | A3143634-54747 | 07/02/2018 | W 18JUL1 | 006306 | 180211 | 164610 | AMBULANCE BILLING CONTRACTED S | 4 | | 7,496.28 |
| | | 07/02/2018 | W 18JUL1 | 007723 | | 164611 | 2018 AMBULANCE BILLING | 2018 | | |
| API | Y3618664-54951-398 | 07/02/2018 | W 18JUL1 | 007723 | | 164611 | RESIDENTIAL REHAB SINGLE FAMIL | Y | 3,000.00 | |
| | | 07/02/2018 | W 18JUL1 | 006512 | | 164612 | RESD. REHAB | | | |
| API | A3011474-54740 | 07/02/2018 | W 18JUL1 | 006512 | | 164612 | SERVICE CONTRACTS - EQUIPMENT | | 53.11 | |
| | | 07/02/2018 | W 18JUL1 | 006512 | 180310 | 164613 | CS06-001 | | 58.80 | |
| API | A3021314-54720 | 07/02/2018 | W 18JUL1 | 006512 | 180310 | 164613 | SERVICE CONTRACTS - PROF SERV | | | |
| | | 07/02/2018 | LIQ/INV | 006512 | 180310 | 164613 | CS06 | | | |
| POL | A3021314-54720 | 07/02/2018 | W 18JUL1 | 006512 | 180310 | 164613 | SERVICE CONTRACTS - PROF SERV | 4 | | 58.80 |
| | | 07/02/2018 | W 18JUL1 | 006622 | | 164614 | CS06 | 2018 | | |
| API | A3567194-54170 | 07/02/2018 | W 18JUL1 | 006622 | | 164614 | SPORTS SUPPLIES | | 527.48 | |
| | | 07/02/2018 | W 18JUL1 | 006512 | | 164615 | 6/15/18 | | | |
| API | E3577164-54720 | 07/02/2018 | W 18JUL1 | 006512 | | 164615 | SERVICE CONTRACTS - PROF SERV | | 86.05 | |
| | | 07/02/2018 | W 18JUL1 | | | | SS14 | | | |

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|--------------|----------------|--------------------|----------|--------|--------|--------|--|-----------|-----------|-----------|
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 007582 | | 164616 | SERVICE CONTRACTS - PROF SERV 1120923 | | 125.00 | |
| API | A3021314-54110 | 07/02/2018 W | 18JUL1 | 007582 | | 164617 | OFFICE SUPPLIES 1232537 | | 224.04 | |
| API | A3143124-54510 | 07/02/2018 W | 18JUL1 | 006731 | | 164618 | REPAIRS & MAINTENANCE VEHICLE 2356 | | 2,983.95 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 001152 | | 164619 | REPAIRS & MAINTENANCE VEHICLE 5873550 | | 329.90 | |
| API | A3143124-54510 | 07/02/2018 W | 18JUL1 | 001152 | | 164620 | REPAIRS & MAINTENANCE VEHICLE 5841800 | | 730.39 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 004428 | | 164621 | REPAIRS & MAINTENANCE VEHICLE 6/5/18 | | 229.69 | |
| API | F3638354-54510 | 07/02/2018 W | 18JUL1 | 000313 | | 164622 | REPAIRS & MAINTENANCE VEHICLE 6/12/18 | | 697.98 | |
| API | A3051414-54573 | 07/02/2018 W | 18JUL1 | 005336 | | 164623 | RISK-SAFETY PROGRAMMING 100103637 | | 81.88 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 000117 | | 164624 | REPAIRS & MAINTENANCE VEHICLE 39419 | | 67.07 | |
| API | A3537114-54680 | 07/02/2018 W | 18JUL1 | 000803 | | 164625 | LANDSCAPING M4011500017952 | | 1,005.00 | |
| API | A3638562-52700 | 07/02/2018 W | 18JUL1 | 000803 | | 164625 | TREES M4011500017952 | | 189.00 | |
| API | A3143414-54570 | 07/02/2018 W | 18JUL1 | 000751 | | 164626 | TRAINING SSFD | | 141.00 | |
| API | A3335014-54100 | 07/02/2018 W | 18JUL1 | 000327 | 180279 | 164627 | RUBBLE BLACKTOP STONE OIL 19018 | | 646.70 | |
| POL | A3335014-54100 | 07/02/2018 LIQ/INV | | 000327 | 180279 | 164627 | RUBBLE BLACKTOP STONE OIL 19018 | 4 2018 | | 646.70 |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000327 | | 164628 | OTHER SUPPLIES 19018 | | 1,139.50 | |
| API | A3335014-54100 | 07/02/2018 W | 18JUL1 | 000327 | 180279 | 164629 | RUBBLE BLACKTOP STONE OIL 19018 | | 1,704.44 | |
| POL | A3335014-54100 | 07/02/2018 LIQ/INV | | 000327 | 180279 | 164629 | RUBBLE BLACKTOP STONE OIL 19018 | 4 2018 | | 1,704.44 |
| API | A3638144-54180 | 07/02/2018 W | 18JUL1 | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | | 2,614.60 | |
| API | F3638354-54180 | 07/02/2018 W | 18JUL1 | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | | 1,363.95 | |
| API | G3638114-54180 | 07/02/2018 W | 18JUL1 | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | | 959.86 | |
| POL | A3638144-54180 | 07/02/2018 LIQ/INV | | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | 4 2017 | | 2,614.60 |
| POL | F3638354-54180 | 07/02/2018 LIQ/INV | | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | 4 2017 | | 1,363.95 |
| POL | G3638114-54180 | 07/02/2018 LIQ/INV | | 000327 | 171469 | 164630 | OTHER SUPPLIES 19081 | 4 2017 | | 959.86 |
| API | A3335134-54100 | 07/02/2018 W | 18JUL1 | 000327 | 180389 | 164632 | RUBBLE BLACKTOP STONE OIL 19018 | | 44,551.57 | |
| POL | A3335134-54100 | | | | | | RUBBLE BLACKTOP STONE OIL | 4 | | 44,551.57 |

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|--------------|---------------------|---------------------|----------|--------|--------|--------|---|-----------|----------|----------|
| API | A3143632-52100 | 07/02/2018 | LIQ/INV | 000327 | 180389 | 164632 | 19018 EQUIPMENT | 2018 | 2,634.96 | |
| POL | A3143632-52100 | 07/02/2018 W 18JUL1 | | 004070 | 171405 | 164633 | 10182401 EQUIPMENT | 4 2017 | | 2,634.96 |
| API | A3567144-54170 | 07/02/2018 | LIQ/INV | 004070 | 171405 | 164633 | 10182401 SPORTS SUPPLIES | | 99.00 | |
| API | V3719714-54720 | 07/02/2018 W 18JUL1 | | 006288 | | 164634 | 6/7/18 SERVICE CONTRACTS - PROF SERV | | 2,625.00 | |
| POL | V3719714-54720 | 07/02/2018 W 18JUL1 | | 001891 | 180019 | 164635 | 6/20/18 SERVICE CONTRACTS - PROF SERV | 4 2018 | | 2,625.00 |
| API | A3143124-54160 | 07/02/2018 | LIQ/INV | 001891 | 180019 | 164635 | 6/20/18 UNIFORMS | | 182.65 | |
| API | A3335014-54510 | 07/02/2018 W 18JUL1 | | 003333 | | 164636 | CLOTHING REIMB REPAIRS & MAINTENANCE VEHICLE | | 1,022.00 | |
| API | A3143414-54471 | 07/02/2018 W 18JUL1 | | 000125 | | 164637 | CITYSA0 EMS TRAINING | | 15.00 | |
| API | A3567144-54740 | 07/02/2018 W 18JUL1 | | 000712 | | 164638 | PALS CARD PIPARO SERVICE CONTRACTS - EQUIPMENT | | 6.72 | |
| API | A3143124-54740 | 07/02/2018 W 18JUL1 | | 000223 | | 164640 | 4661335 SERVICE CONTRACTS - EQUIPMENT | | 83.55 | |
| API | A3051414-54740 | 07/02/2018 W 18JUL1 | | 000223 | | 164641 | 4659909 SERVICE CONTRACTS - EQUIPMENT | | 189.97 | |
| POL | A3051414-54740 | 07/02/2018 W 18JUL1 | | 000223 | 180106 | 164642 | 323252-1023244A1 SERVICE CONTRACTS - EQUIPMENT | 4 2018 | | 189.97 |
| API | F3638354-54180 | 07/02/2018 | LIQ/INV | 000223 | 180106 | 164642 | 323252-1023244A1 OTHER SUPPLIES | | 288.00 | |
| API | A3051414-54573 | 07/02/2018 W 18JUL1 | | 006071 | | 164643 | 6/19/18 RISK-SAFETY PROGRAMMING | | 634.23 | |
| API | E3577164-54140 | 07/02/2018 W 18JUL1 | | 003270 | | 164644 | NSC REIMB JANITORIAL SUPPLIES | | 726.26 | |
| POL | E3577164-54140 | 07/02/2018 W 18JUL1 | | 000409 | 180454 | 164645 | 6/12/18 JANITORIAL SUPPLIES | 4 2018 | | 726.26 |
| API | A3567154-54180 | 07/02/2018 | LIQ/INV | 000409 | 180454 | 164645 | 6/12/18 OTHER SUPPLIES | | 447.14 | |
| API | A3143124-54720 | 07/02/2018 W 18JUL1 | | 000804 | | 164646 | 11403002 SERVICE CONTRACTS - PROF SERV | | 400.00 | |
| POL | A3143124-54720 | 07/02/2018 W 18JUL1 | | 004719 | 180110 | 164647 | POLYGRAPHS SERVICE CONTRACTS - PROF SERV | 4 2018 | | 400.00 |
| API | A3011434-54570 | 07/02/2018 | LIQ/INV | 004719 | 180110 | 164647 | POLYGRAPHS TRAINING | | 154.78 | |
| API | A3031654-54180 | 07/02/2018 W 18JUL1 | | 007446 | | 164648 | MILEAGE OTHER SUPPLIES | | 20.42 | |
| API | A3031654-54180 | 07/02/2018 W 18JUL1 | | 006851 | | 164649 | 4305 OTHER SUPPLIES | | 9.29 | |
| API | A3567184-54510-3000 | 07/02/2018 W 18JUL1 | | 006851 | | 164649 | 4305 REPAIRS & MAINTENANCE VEHICLE | | 54.91 | |
| API | F3638334-54510 | 07/02/2018 W 18JUL1 | | 006851 | | 164649 | 4305 REPAIRS & MAINTENANCE VEHICLE | | 36.37 | |

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|--------------|---------------------|--------------------|----------|--------|--------|--------|---|------|----------|----------|
| API | G3638124-54650 | 07/02/2018 W | 18JUL1 | 006851 | | 164649 | UTILITIES 4305 | | 11.58 | |
| API | E3577164-54201 | 07/02/2018 W | 18JUL1 | 000497 | | 164650 | BUSINESS EXPENSE/SALES 6/19/18 | | 60.00 | |
| API | E3577164-54230 | 07/02/2018 W | 18JUL1 | 000405 | | 164651 | DUES 2018 MEMBERSHIP | | 530.00 | |
| API | A3335124-54510 | 07/02/2018 W | 18JUL1 | 006851 | | 164652 | REPAIRS & MAINTENANCE VEHICLE 4305 | | 557.65 | |
| API | A3335014-54510 | 07/02/2018 W | 18JUL1 | 006851 | | 164653 | REPAIRS & MAINTENANCE VEHICLE 4305 | | 749.58 | |
| API | A3011474-54290 | 07/02/2018 W | 18JUL1 | 001711 | | 164654 | MEDICAL EXAMS 96382 | | 344.00 | |
| API | A3011474-54290 | 07/02/2018 W | 18JUL1 | 001711 | | 164655 | MEDICAL EXAMS 96382 | | 731.00 | |
| API | A3113514-54720 | 07/02/2018 W | 18JUL1 | 000363 | 180400 | 164657 | SERVICE CONTRACTS - PROF SERV ANNUAL CONTRACT 2017-2018 | | 2,895.00 | |
| POL | A3113514-54720 | 07/02/2018 LIQ/INV | | 000363 | 180400 | 164657 | SERVICE CONTRACTS - PROF SERV 4 ANNUAL CONTRACT 2017-2018 2018 | | | 5,000.00 |
| API | A3416784-54720 | 07/02/2018 W | 18JUL1 | 000365 | 180107 | 164658 | SERVICE CONTRACTS - PROF SERV SUPPORT | | 1,502.00 | |
| API | A3416794-54720 | 07/02/2018 W | 18JUL1 | 000365 | 180107 | 164658 | SERVICE CONTRACTS - PROF SERV SUPPORT | | 1,502.00 | |
| POL | A3416784-54720 | 07/02/2018 LIQ/INV | | 000365 | 180107 | 164658 | SERVICE CONTRACTS - PROF SERV 4 SUPPORT 2018 | | | 1,502.00 |
| POL | A3416794-54720 | 07/02/2018 LIQ/INV | | 000365 | 180107 | 164658 | SERVICE CONTRACTS - PROF SERV 4 SUPPORT 2018 | | | 1,502.00 |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 006286 | | 164659 | OTHER SUPPLIES 5/11/18 | | 995.00 | |
| API | A3143414-54150 | 07/02/2018 W | 18JUL1 | 000368 | | 164660 | EMS SUPPLIES SSFD | | 18.72 | |
| API | A3143014-54720 | 07/02/2018 W | 18JUL1 | 000368 | | 164661 | SERVICE CONTRACTS - PROF SERV OM_SARSPPUB | | 65.00 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000369 | | 164663 | REPAIRS & MAINTENANCE BUILDING DPW | | 220.80 | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 000371 | | 164664 | REPAIRS & MAINTENANCE BUILDING 209149 | | 158.08 | |
| API | A3537114-54180 | 07/02/2018 W | 18JUL1 | 000371 | | 164664 | OTHER SUPPLIES 209149 | | 378.26 | |
| API | A3537114-54610 | 07/02/2018 W | 18JUL1 | 000371 | | 164664 | REPAIRS & MAINTENANCE BUILDING 209149 | | 248.13 | |
| API | A3567144-54610-3000 | 07/02/2018 W | 18JUL1 | 000371 | | 164664 | REPAIRS & MAINTENANCE BUILDING 209149 | | 58.98 | |
| API | A3051414-54490 | 07/02/2018 W | 18JUL1 | 000374 | | 164665 | GENERAL ADVERTISING 19397 | | 146.72 | |
| API | A3051414-54490 | 07/02/2018 W | 18JUL1 | 000376 | | 164666 | GENERAL ADVERTISING 90122 | | 88.41 | |
| API | A3011914-54773 | 07/02/2018 W | 18JUL1 | 007458 | | 164668 | LIABILITY INSURANCE S2265725 | | 263.00 | |
| API | F3638334-54141 | | | | | | CHEMICALS | | 4,815.36 | |

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|--------------|---------------------|--------------------|----------|--------|--------|--------|---|--------|----------|----------|
| POL | F3638334-54141 | 07/02/2018 W | 18JUL1 | 007932 | 180465 | 164669 | 6/7/18 CHEMICALS | 4 | | 4,815.36 |
| API | E3577164-54778 | 07/02/2018 LIQ/INV | | 007932 | 180465 | 164669 | 6/7/18 INSURANCE WC,DISAB, DO LIAB | 2018 Y | 1,962.54 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 000184 | | 164670 | D74162 OTHER SUPPLIES | Y | 1,282.79 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 006261 | | 164671 | INV-411412,405743 OTHER SUPPLIES | | | 459.98 |
| API | A3638562-52300 | 07/02/2018 W | 18JUL1 | 006261 | | 164671 | INV-411412,405743 MISCELLANEOUS EQUIPMENT | | 529.00 | |
| API | A3638564-54180 | 07/02/2018 W | 18JUL1 | 006261 | | 164671 | INV-411412,405743 OTHER SUPPLIES | Y | 145.98 | |
| API | A3143314-54713 | 07/02/2018 W | 18JUL1 | 006261 | | 164671 | INV-411412,405743 PAVEMENT MARKING MATERIALS | | 71.60 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 000378 | | 164672 | DPS SERVICE CONTRACTS - PROF SERV | | 95.00 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 001336 | | 164673 | 6/1/18 SERVICE CONTRACTS - PROF SERV | | 440.00 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 001336 | | 164674 | 6/1/18 SERVICE CONTRACTS - PROF SERV | | 450.00 | |
| API | A3031624-54140 | 07/02/2018 W | 18JUL1 | 001336 | | 164675 | 6/1/18 JANITORIAL SUPPLIES | | 208.81 | |
| API | A3031624-54140 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW JANITORIAL SUPPLIES | | 83.00 | |
| API | A3537114-54140 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW JANITORIAL SUPPLIES | | 630.92 | |
| API | A3567144-54140-3000 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW JANITORIAL SUPPLIES | | 458.65 | |
| API | A3567144-54140-3000 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW JANITORIAL SUPPLIES | Y | 394.15 | |
| API | A3567174-54140-3000 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW JANITORIAL SUPPLIES | | 782.58 | |
| API | A3011434-54110 | 07/02/2018 W | 18JUL1 | 000407 | | 164676 | DPW OFFICE SUPPLIES | | 27.30 | |
| API | Y3618684-54110-451 | 07/02/2018 W | 18JUL1 | 002237 | | 164677 | 1018324 OFFICE SUPPLIES | Y | 38.89 | |
| API | A3031494-54110 | 07/02/2018 W | 18JUL1 | 002237 | | 164678 | N005296 OFFICE SUPPLIES | | 49.47 | |
| API | A3537214-54180 | 07/02/2018 W | 18JUL1 | 002237 | | 164679 | 3379894825 OTHER SUPPLIES | | 4.49 | |
| API | A3011434-54110 | 07/02/2018 W | 18JUL1 | 002237 | | 164679 | 3379894825 OFFICE SUPPLIES | | 72.35 | |
| API | A3143124-54970 | 07/02/2018 W | 18JUL1 | 002237 | | 164680 | 3377106970 K-9 CARE | | 82.56 | |
| API | A3143314-54713 | 07/02/2018 W | 18JUL1 | 007061 | | 164681 | 712642 PAVEMENT MARKING MATERIALS | | 26.27 | |
| API | A3143314-54610 | 07/02/2018 W | 18JUL1 | 007061 | | 164682 | 886609 REPAIRS & MAINTENANCE BUILDING | | 30.97 | |
| | | 07/02/2018 W | 18JUL1 | 007061 | | 164682 | 886609 | | | |

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|--------------|---------------------|--------------------|----------|--------|--------|--------|--|-----------|----------|----------|
| API | H3143412-52000-1232 | 07/02/2018 W | 18JUL1 | 007061 | | 164682 | LADDER TRUCK 886609 | | 119.97 | |
| API | A3537114-54680 | 07/02/2018 W | 18JUL1 | 000403 | | 164683 | LANDSCAPING 0700 | | 180.51 | |
| API | A3143414-54200 | 07/02/2018 W | 18JUL1 | 007061 | | 164684 | HOUSE SUPPLIES 879234 | | 309.90 | |
| API | F3638334-54141 | 07/02/2018 W | 18JUL1 | 000393 | 180475 | 164685 | CHEMICALS 18542 | | 1,216.00 | |
| POL | F3638334-54141 | 07/02/2018 LIQ/INV | | 000393 | 180475 | 164685 | CHEMICALS 18542 | 4 2018 | | 1,216.00 |
| API | A3143022-52230 | 07/02/2018 W | 18JUL1 | 005560 | 180449 | 164686 | HARDWARE COS003 | | 1,573.47 | |
| POL | A3143022-52230 | 07/02/2018 LIQ/INV | | 005560 | 180449 | 164686 | HARDWARE COS003 | 4 2018 | | 1,573.47 |
| API | A3031654-54180 | 07/02/2018 W | 18JUL1 | 000424 | | 164687 | OTHER SUPPLIES 00754316 | | 168.78 | |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 000433 | 180250 | 164689 | SERVICE CONTRACTS - PROF SERV 10590 | | 3,173.00 | |
| POL | E3577164-54720 | 07/02/2018 LIQ/INV | | 000433 | 180250 | 164689 | SERVICE CONTRACTS - PROF SERV 10590 | 4 2018 | | 3,173.00 |
| API | A3051414-54573 | 07/02/2018 W | 18JUL1 | 001265 | | 164690 | RISK-SAFETY PROGRAMMING 3/19/18 | | 166.00 | |
| API | A3567194-54720 | 07/02/2018 W | 18JUL1 | 005997 | | 164691 | SERVICE CONTRACTS - PROF SERV 202-904547801-001 | | 500.00 | |
| API | A3011214-54740 | 07/02/2018 W | 18JUL1 | 007292 | | 164692 | SERVICE CONTRACTS - EQUIPMENT TOBS6PA | | 175.04 | |
| API | E3577164-54610 | 07/02/2018 W | 18JUL1 | 006290 | | 164693 | REPAIRS & MAINTENANCE BUILDING 3696657 | | 2,409.26 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 007893 | 180453 | 164694 | OTHER SUPPLIES BENCHES | Y | 3,413.10 | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 007893 | | 164694 | OTHER SUPPLIES BENCHES | Y | 312.47 | |
| POL | A3335014-54180 | 07/02/2018 LIQ/INV | | 007893 | 180453 | 164694 | OTHER SUPPLIES BENCHES | 4 2018 | | 3,413.10 |
| API | A3051354-54110 | 07/02/2018 W | 18JUL1 | 001519 | | 164695 | OFFICE SUPPLIES 9591872 | | 220.44 | |
| API | A3113624-54110 | 07/02/2018 W | 18JUL1 | 001519 | | 164695 | OFFICE SUPPLIES 9591872 | | 73.48 | |
| API | E3577164-54140 | 07/02/2018 W | 18JUL1 | 001519 | 180450 | 164696 | JANITORIAL SUPPLIES 13329745 | | 577.04 | |
| POL | E3577164-54140 | 07/02/2018 LIQ/INV | | 001519 | 180450 | 164696 | JANITORIAL SUPPLIES 13329745 | 4 2018 | | 577.04 |
| API | E3577164-54720 | 07/02/2018 W | 18JUL1 | 007272 | 180225 | 164698 | SERVICE CONTRACTS - PROF SERV 2208488 | | 1,084.02 | |
| POL | E3577164-54720 | 07/02/2018 LIQ/INV | | 007272 | 180225 | 164698 | SERVICE CONTRACTS - PROF SERV 2208488 | 4 2018 | | 1,084.02 |
| API | A3143414-54720 | 07/02/2018 W | 18JUL1 | 006775 | | 164699 | SERVICE CONTRACTS - PROF SERV 118006 | | 140.00 | |
| API | E3577164-54201 | | | | | | BUSINESS EXPENSE/SALES | | 8.31 | |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------|----------------|--------------|----------|--------|-------|--------|--------------------------------|------|--------|--------|
| | | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | 4121265990220290 | | | |
| API | E3577164-54201 | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | BUSINESS EXPENSE/SALES | | 14.71 | |
| | | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | 4121265990220290 | | | |
| API | E3577164-54201 | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | BUSINESS EXPENSE/SALES | | 107.20 | |
| | | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | 4121265990220290 | | | |
| API | E3577164-54510 | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | REPAIRS & MAINTENANCE VEHICLE | | 13.91 | |
| | | 07/02/2018 W | 18JUL1 | 007528 | | 164700 | 4121265990220290 | | | |
| API | A3335014-54960 | 07/02/2018 W | 18JUL1 | 000452 | | 164701 | STREET SIGNS | | 460.00 | |
| | | 07/02/2018 W | 18JUL1 | 000452 | | 164701 | 16890 | | | |
| API | A3011424-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164702 | OFFICE SUPPLIES | | 47.46 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164702 | C1067550 | | | |
| API | A3113624-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164703 | OFFICE SUPPLIES | | 164.62 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164703 | C1067550 | | | |
| API | A3031494-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | 69.27 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | A3031494-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | 54.48 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | A3031494-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | 83.99 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | A3031494-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | | 72.99 |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | A3031654-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | 83.99 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | F3638314-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | OFFICE SUPPLIES | | 277.29 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164704 | C1067550 | | | |
| API | A3143624-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164705 | OFFICE SUPPLIES | | 577.94 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164705 | C1067550 | | | |
| API | A3567144-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164706 | OFFICE SUPPLIES | | 319.19 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164706 | C1067550 | | | |
| API | A3567154-54110 | 07/02/2018 W | 18JUL1 | 003346 | | 164706 | OFFICE SUPPLIES | | 310.34 | |
| | | 07/02/2018 W | 18JUL1 | 003346 | | 164706 | C1067550 | | | |
| API | A3335014-54180 | 07/02/2018 W | 18JUL1 | 002361 | | 164707 | OTHER SUPPLIES | Y | 790.00 | |
| | | 07/02/2018 W | 18JUL1 | 002361 | | 164707 | 4/23/18 | | | |
| API | A3537114-54180 | 07/02/2018 W | 18JUL1 | 000453 | | 164708 | OTHER SUPPLIES | | 71.16 | |
| | | 07/02/2018 W | 18JUL1 | 000453 | | 164708 | 401994 | | | |
| API | A3537114-54680 | 07/02/2018 W | 18JUL1 | 000453 | | 164708 | LANDSCAPING | | 209.91 | |
| | | 07/02/2018 W | 18JUL1 | 000453 | | 164708 | 401994 | | | |
| API | A3143124-54160 | 07/02/2018 W | 18JUL1 | 006728 | | 164709 | UNIFORMS | | 65.69 | |
| | | 07/02/2018 W | 18JUL1 | 006728 | | 164709 | CLOTHING REIMB | | | |
| API | A3143414-54200 | 07/02/2018 W | 18JUL1 | 004870 | | 164710 | HOUSE SUPPLIES | | 74.00 | |
| | | 07/02/2018 W | 18JUL1 | 004870 | | 164710 | SARSPR | | | |
| API | A3143314-54332 | 07/02/2018 W | 18JUL1 | 001973 | | 164711 | MATERIALS & REPAIRS TRAFFIC LT | | 39.00 | |
| | | 07/02/2018 W | 18JUL1 | 001973 | | 164711 | 19114 | | | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | REPAIRS & MAINTENANCE BUILDING | | 34.85 | |
| | | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | 13696 | | | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | REPAIRS & MAINTENANCE BUILDING | | 169.00 | |
| | | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | 13696 | | | |
| API | A3031654-54610 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | REPAIRS & MAINTENANCE BUILDING | | 83.00 | |
| | | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | 13696 | | | |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|----------------------|----------------|--------------------|----------|--------|--------|--------|---|-----------|------------|------------|
| API | A3335184-54750 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | STREET LIGHTING 13696 | | 25.00 | |
| API | A3638184-54610 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | REPAIRS & MAINTENANCE BUILDING 13696 | | 74.45 | |
| API | F3638334-54610 | 07/02/2018 W | 18JUL1 | 001973 | | 164712 | REPAIRS & MAINTENANCE BUILDING 13696 | | 72.38 | |
| API | A3335184-54750 | 07/02/2018 W | 18JUL1 | 001973 | 180370 | 164713 | STREET LIGHTING 13696 | | 31,650.00 | |
| POL | A3335184-54750 | 07/02/2018 LIQ/INV | | 001973 | 180370 | 164713 | STREET LIGHTING 13696 | 4 2018 | | 31,650.00 |
| API | A3051414-54490 | 07/02/2018 W | 18JUL1 | 000374 | | 164714 | GENERAL ADVERTISING 19397 | | 95.10 | |
| API | A3638184-54720 | 07/02/2018 W | 18JUL1 | 007852 | 180249 | 164717 | SERVICE CONTRACTS - PROF SERV 07218139.00 | | 1,300.00 | |
| POL | A3638184-54720 | 07/02/2018 LIQ/INV | | 007852 | 180249 | 164717 | SERVICE CONTRACTS - PROF SERV 07218139.00 | 4 2018 | | 1,300.00 |
| API | A3051414-54740 | 07/02/2018 W | 18JUL1 | 000223 | 180106 | 164718 | SERVICE CONTRACTS - EQUIPMENT 4659857 | | 29.73 | |
| POL | A3051414-54740 | 07/02/2018 LIQ/INV | | 000223 | 180106 | 164718 | SERVICE CONTRACTS - EQUIPMENT 4659857 | 4 2018 | | 29.73 |
| API | A3051414-54110 | 07/02/2018 W | 18JUL1 | 001265 | | 164719 | OFFICE SUPPLIES 6/28/18 | | 108.00 | |
| API | E3579787-57029 | 07/02/2018 W | 18JUL1 | 000024 | | 164720 | NON OPERATING INETERST EXPENSE LAON 341830 | | 195.74 | |
| API | A3638184-54720 | 07/02/2018 W | 18JUL1 | 007852 | 180249 | 164721 | SERVICE CONTRACTS - PROF SERV LANDFILL O&M | | 2,050.00 | |
| POL | A3638184-54720 | 07/02/2018 LIQ/INV | | 007852 | 180249 | 164721 | SERVICE CONTRACTS - PROF SERV LANDFILL O&M | 4 2018 | | 2,050.00 |
| GENERAL LEDGER TOTAL | | | | | | | | | 594,048.32 | 936.25 |
| API | A-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 223,975.43 |
| API | E-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 25,734.71 |
| API | F-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 49,802.07 |
| API | G-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 7,053.72 |
| API | H-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 269,152.93 |
| API | V-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 12,825.00 |
| API | Y-2600 | 07/02/2018 W | 18JUL1 | B 2865 | | | ACCOUNTS PAYABLE | | | 4,568.21 |
| POL | A-1521 | 07/02/2018 W | 18JUL1 | B 2865 | | | ENCUMBRANCES | | | 171,620.70 |
| POL | E-1521 | | | | | | ENCUMBRANCES | | | 9,805.32 |

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| YEAR PER JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|--------------------------------|---------------------|----------|--------------------------------|-------|-------|-------|---------------------------|--------------|--------------|--------|
| POL F-1521 | 07/02/2018 W 18JUL1 | B 2865 | ENCUMBRANCES | | | | | | 45,420.62 | |
| POL G-1521 | 07/02/2018 W 18JUL1 | B 2865 | ENCUMBRANCES | | | | | | 5,796.52 | |
| POL H-1521 | 07/02/2018 W 18JUL1 | B 2865 | ENCUMBRANCES | | | | | | 267,547.96 | |
| POL V-1521 | 07/02/2018 W 18JUL1 | B 2865 | ENCUMBRANCES | | | | | | 14,625.00 | |
| POL A-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 171,620.70 | | |
| POL E-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 9,805.32 | | |
| POL F-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 45,420.62 | | |
| POL G-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 5,796.52 | | |
| POL H-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 267,547.96 | | |
| POL V-2963 | 07/02/2018 W 18JUL1 | B 2865 | BUDGETARY FUND BALANCE RES ENC | | | | | 14,625.00 | | |
| SYSTEM GENERATED ENTRIES TOTAL | | | | | | | | 514,816.12 | 1,107,928.19 | |
| JOURNAL 2018/07/9 TOTAL | | | | | | | | 1,108,864.44 | 1,108,864.44 | |
| 2018 7 9 | | | | | | | | | | |
| API A-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 223,975.43 | | |
| API E-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 25,734.71 | | |
| API F-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 49,802.07 | | |
| API G-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 7,053.72 | | |
| API H-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 269,152.93 | | |
| API V-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 12,825.00 | | |
| API Y-1522 | 07/02/2018 W 18JUL1 | B 2865 | EXPENDITURES | | | | | 4,568.21 | | |

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| FUND | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------------------------------|------|-----|-----|------------|--------------------------------|------------|------------|
| ACCOUNT | | | | | | | |
| A GENERAL FUND | 2018 | 7 | 9 | 07/02/2018 | | | |
| A-1521 | | | | | ENCUMBRANCES | | 171,620.70 |
| A-1522 | | | | | EXPENDITURES | 223,975.43 | |
| A-2600 | | | | | ACCOUNTS PAYABLE | | 223,975.43 |
| A-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 171,620.70 | |
| | | | | | FUND TOTAL | 395,596.13 | 395,596.13 |
| E CITY CENTER AUTHORITY | 2018 | 7 | 9 | 07/02/2018 | | | |
| E-1521 | | | | | ENCUMBRANCES | | 9,805.32 |
| E-1522 | | | | | EXPENDITURES | 25,734.71 | |
| E-2600 | | | | | ACCOUNTS PAYABLE | | 25,734.71 |
| E-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 9,805.32 | |
| | | | | | FUND TOTAL | 35,540.03 | 35,540.03 |
| F WATER FUND | 2018 | 7 | 9 | 07/02/2018 | | | |
| F-1521 | | | | | ENCUMBRANCES | | 45,420.62 |
| F-1522 | | | | | EXPENDITURES | 49,802.07 | |
| F-2600 | | | | | ACCOUNTS PAYABLE | | 49,802.07 |
| F-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 45,420.62 | |
| | | | | | FUND TOTAL | 95,222.69 | 95,222.69 |
| G SEWER FUND | 2018 | 7 | 9 | 07/02/2018 | | | |
| G-1521 | | | | | ENCUMBRANCES | | 5,796.52 |
| G-1522 | | | | | EXPENDITURES | 7,053.72 | |
| G-2600 | | | | | ACCOUNTS PAYABLE | | 7,053.72 |
| G-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 5,796.52 | |
| | | | | | FUND TOTAL | 12,850.24 | 12,850.24 |
| H CAPITAL PROJECTS FUND | 2018 | 7 | 9 | 07/02/2018 | | | |
| H-1521 | | | | | ENCUMBRANCES | | 267,547.96 |
| H-1522 | | | | | EXPENDITURES | 269,152.93 | |
| H-2600 | | | | | ACCOUNTS PAYABLE | | 269,152.93 |
| H-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 267,547.96 | |
| | | | | | FUND TOTAL | 536,700.89 | 536,700.89 |
| V DEBT SERVICE FUND | 2018 | 7 | 9 | 07/02/2018 | | | |
| V-1521 | | | | | ENCUMBRANCES | | 14,625.00 |
| V-1522 | | | | | EXPENDITURES | 12,825.00 | |
| V-2600 | | | | | ACCOUNTS PAYABLE | | 12,825.00 |
| V-2963 | | | | | BUDGETARY FUND BALANCE RES ENC | 14,625.00 | |
| | | | | | FUND TOTAL | 27,450.00 | 27,450.00 |
| Y COMMUNITY DEVELOPMENT FUND | 2018 | 7 | 9 | 07/02/2018 | | | |

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| FUND ACCOUNT | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|-----------------|----------|-----|----------|---------------------|----------|----------|
| Y-1522 | | | | EXPENDITURES | 4,568.21 | |
| Y-2600 | | | | ACCOUNTS PAYABLE | | 4,568.21 |
| FUND TOTAL | | | | | 4,568.21 | 4,568.21 |

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

SARATOGA SPRINGS PUBLIC LIBRARY PROGRAM PRESENTER CONTRACT

This **PROGRAM PRESENTER CONTRACT** for the personal services of an individual to present or perform at the event to be described below is made between the Saratoga Springs Public Library ("The Library") and the undersigned presenter/performer ("Presenter") for the personal services of the Presenter.

PROGRAM/ EVENT DESCRIPTION

| | |
|--|------------------------|
| Name of Program: Learn to Skateboard! | |
| Description: Meet pro skateboard instructor at East Side Rec park for exercise and learn how to skateboard. Grades 7-12 Bring a skateboard. Registration Required. | |
| Date(s): 7/24 + 8/7 | Time(s): 6pm |

PRESENTER INFORMATION

| | |
|---|--|
| Name: City of Saratoga Springs - Recreation Dept | |
| Social Security Number or Federal Tax ID Number (required if payment is requested): 14-6002423 | |
| Permanent Address: 15 Vanderbilt Ave, Saratoga Springs, NY 12866. | |
| Phone/Fax: 518-587-3550 | Email: John.hirtliman@saratoga-springs.org |
| Compensation Requested (if any): \$10 per skater. | |
| All payments will be in form of a check issued by the Library and will be payable to Presenter within 30 days of the program. The library will make every attempt to have payment available on the day of the program; however this may not always be possible. | |

LIBRARY CONTACT

| | |
|-------------------------------------|--------------------------------------|
| Name: Colleen Whittall | Department: Youth Services |
| Phone/Fax: 584 7860 X 260 | E-mail: CWhittall@sals.edu |

Please read and sign the important agreement information on the reverse.

INDEPENDENT CONTRACTOR:

The Presenter shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the Library.

CANCELLATIONS:

- Either party may cancel this Contract without obligation to the other if cancellation notice is received in written form at least 30 days before appearance date.
- Presenter agrees to furnish payment to the Library for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- If, due to illness, accident, weather or other emergency closings, or causes legally known as Acts of God, either the Presenter or Library is forced to cancel a Contract, neither party shall be liable for any payment.

MISCELLANEOUS:

- No speech, presentation or performance shall be recorded, reproduced, or transmitted by the Library unless there is specific permission from the presenter/performer in the form of initialing this clause. Initials CAN
- The Presenter is solely responsible for payment of royalty fees, and/or dramatic rights and/or performance fees. The Presenter shall indemnify the Library against any liability or damages, including attorney fees, which may arise as a result of violation by Presenter of copyright laws.
- Details and manner of speech are under the control of the Presenter. However, Library has the right to direct Presenter to discontinue any activity constituting violation of Library policy, as well as any federal, state, or local laws.
- Anticipated starting times specified in the Contract, subject to minor modifications because of unanticipated occurrences, are of the essence. Presenter is required to be at place of performance a sufficient period of time prior to schedule time of commencement so as to permit timely presentations.

ENTIRE AGREEMENT AND NOTICE

This Contract constitutes the entire agreement between the parties.

Any requirements that Library comply with terms, provisions, or directions of any agreements, indentures, etc., shall only be binding if the specific terms of the same are made known to and agreed to by Library, in writing by the persons listed below, in advance of the Contract execution or are made part of this Contract prior to the signing of the Contract by the Library.

This Agreement may be modified or amended in writing signed by authorized signatories of the Contractor and Library.

Modifications/Notes:

Each participant will be required to have an active rec card on file with the City's Recreation Dept. There is no cost to the participant or library.

Accepted By:

Name: Colleen Whittall

Name:

Signature: C. Whittall

Signature:

Date: 6/25/18

Date:

For Saratoga Springs Public Library

For Presenter



City of Saratoga Springs' Recreation Department
Rec Card Application and Permission Agreement

Youngest Year of Birth

New Primary
Resident _____
Renewal _____

PRIMARY RESIDENT

| | | | | |
|----------------|-------------|-------|-----------------|-------|
| Last Name | | First | Male | D.O.B |
| | | | Female | / / |
| Street Address | | City | State | Zip |
| Email | | | School District | |
| Cell () | Home () | | Work () | |

Office Use Only

Card Number

ADDITIONAL RESIDENTS (must reside in same household as primary resident)

| Last Name (indicate if different last name) | First | M/F | D.O.B | Grade | School |
|---|-------|-----|-------|-------|--------|
| 1. | | | / / | | |
| 2. | | | / / | | |
| 3. | | | / / | | |
| 4. | | | / / | | |
| 5. | | | / / | | |
| 6. | | | / / | | |

Office Use Only

Card Number

EMERGENCY CONTACTS

| | | | | |
|-----------|-------|--------------|-------------------|-------------------|
| Last Name | First | Relationship | Cell Phone () | Home Phone () |
|-----------|-------|--------------|-------------------|-------------------|

MEDICAL AGREEMENT

I fully understand and acknowledge that there are inherent risks and dangers in my participation and/or my child's participation in the city's recreational activities and that my participation and/or my child's participation in said activities and use of any equipment related to said activities may result in injury, illness or death and damage to personal property. I understand other participants, accidents, forces of nature or any other causes may result in risks and dangers and I hereby accept those risks. In the event of an emergency, I hereby authorize treatment by Certified Emergency Personnel (i.e. EMT, First Responder, and/or Emergency Department Physician) and that I shall be responsible for the costs associated with that care. It is understood that reasonable efforts shall be made to contact the undersigned prior to rendering treatment, but that any treatments will not be withheld if the undersigned cannot be reached. I assume full responsibility for any medical treatment rendered.

| | |
|--|------|
| Primary Signature | Date |
| Secondary Signature (All additional residents 18 and Over must sign) | Date |

RECREATION AGREEMENT

Please consult your and/or your child's physician prior to you and/or your child's participation in any City of Saratoga Springs Recreation Program. If there are questions as to whether or not you or your child may be capable of participating in any activity sponsored by the City of Saratoga Springs Recreation Commission, please contact the City's Recreation Department at (518) 587-3550 extension 2300. In that you and/or your child have expressed a desire to participate in a City sponsored Recreation Program/Facilities, it is important that you and/or your child understand the goals and rules established for the Program. Each participant will have Rules of Conduct explained to him/her prior to the start of any activity. He/she must observe the rules as explained and accept the consequences of behavior modification if needed as outlined in the Recreation Handouts.

In signing this agreement, I acknowledge that I fully understand there are inherent risks and dangers associated with my and/or my child's participation in Recreation sponsored activities. I also understand and acknowledge my and my Child's participation in these activities and use of any equipment related to such activities may result in injury, illness or death and damage to personal property. I understand other participants, accidents, forces of nature or other causes may cause these risks and dangers and hereby accept those risks. I understand that my child and/or I may be photographed or videoed and my and my child's name may be used for publicity purposes for the Saratoga Springs Recreation Program and its sponsors/donors.

I hereby agree that my child and I will participate in City sponsored Recreation Program activities in accordance with the City's rules and regulations and acknowledge no physical or emotional issue which would prohibit me or my child from participation. I agree to indemnify and save harmless the City of Saratoga Springs from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of my child and my participation in Recreation Commission sponsored events provided that any such claim, damage, loss or expense is not directly attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the negligent act or omission of the City, its agents or employees.

| | |
|-----------------------------------|------|
| Primary Signature | Date |
| Secondary Signature (18 and Over) | Date |

OFFICE USE ONLY

| | | | | |
|---|---|----------------------------|-------|----------------|
| Circle Residency: City School Non School | List type of proof _____ (tax bill, s/b/l number, lease agreement*, water/sewer bill) *page number in city street book City/School ONLY | Circle Max Entered: Y N | Date: | Staff Initials |
|---|---|----------------------------|-------|----------------|

Batch #: _____



City of Saratoga Springs' Recreation Department **Rec Card Application and Permission Agreement**

The **REC CARD** is a two year agreement that allows participation in the City of Saratoga Springs Recreation Department programs. Regardless of your residency, if you are registering for a program or participating in one of our daily programs, the **Rec Card** can benefit you!

Why get a Rec Card?

1. Program discounts for City and School district residents. Without a **REC CARD** or proof of residency at the time of registering or paying for a program you will be charged the highest rate.
2. Simpler registration and less paperwork for you. The **REC CARD** is good for two years and serves as your permission agreement for any recreation program. Simply include your **REC CARD** number on the registration form or show your **REC CARD** at the time of registration. This eliminates the necessity of completing permission agreement forms for every program you register for or are participating in.
3. Free Open Gym. **REC CARD** holders can participate in Free open gym. Non **REC CARD** holders must complete additional paperwork.

*All individuals who want to participate in Recreation Department programs, regardless of residency, should apply for a **REC CARD**.*

How do I get a Rec Card?

Bring your proof of residency, such as City or School tax bill, sewer/water bill, lease agreement, or any document with your section/block/lot number included on it, to the Recreation Center, 15 Vanderbilt Ave. Complete the **REC CARD** application at the front desk. Your picture will be taken and you will be given your new **REC CARD**. All individuals on the application will need to have a picture taken.

*If you live outside the School District, proof of residency is not needed but you should still obtain a **REC CARD** to participate in programming so you do not need to complete the additional paperwork each time you participate.*

Where to use your Rec Card?

1. **Programs-** When registering for a program (soccer, basketball, clinics) include your **Rec Card #** or show your card at the time of registration. You will not be required to complete the permission agreement forms and you will receive the appropriate discount. Participants without a **Rec Card** or proof of residency will be charged the highest rate.
2. **Daily Programs** (Adult Basketball, Racquetball, Drop-In Zumba, Pickleball)- All participants will be required to have a **Rec Card** to participate. All visitors and non **Rec Card** holders will be required to complete a permission agreement each visit and will be charged the highest rate unless proof of residency is provided each time.
3. **Ice Rink Programs** – Show your **Rec Card** at the window to receive the discount. All visitors and non **Rec Card** holders will be required to complete a permission agreement each time and will be charged the highest rate unless proof of residency is provided each time.
4. **Free Open Gym-** All participants will be required to have a **Rec Card** to participate. All visitors and non **Rec Card** holders will be required to complete a permission agreement each visit.

How do I renew my Rec Card?

All Rec Cards will expire two years after you receive your initial **Rec Card**. To renew your **Rec Card**, you will have to again show your proof of residency at the Recreation Center and complete the **Rec Card** application and permission agreement Form.

Saratoga Springs Recreation Department
15 Vanderbilt Avenue, Saratoga Springs, New York 12866



**MEMORANDUM
OFFICE OF THE COMMISSIONER OF FINANCE
CITY OF SARATOGA SPRINGS**

**MICHELE MADIGAN
COMMISSIONER OF FINANCE**

TO: Commissioner John Franck

CC: Deputy Commissioner Mike Sharp
Director Christine Gillmet-Brown
Assistant City Engineer Deborah LaBrecht

FROM: Commissioner Michele Madigan

DATE: June 22, 2018

RE: Award of Bid Finance Department Renovations Architectural Engineering Services RFP 2018-28

Commissioner Franck,

The Finance Department would like to formally add "Award of Bid Finance Department Renovations Architectural Engineering Services RFP 2018-28" to the agenda for the July 2, 2018 City Council meeting. We will be awarding the bid to Mesick Cohen Wilson Baker Architects, LLP. This firm was not the lowest bidder, but we are awarding them the bid based on the quality of their response, the reviews of their work from their reference calls, and because of their competency displayed when doing similar work for the City.

Thank you,


Commissioner Madigan

Department That Owns Award/Extension of Bid: Finance

Project or Item Being Awarded: Finance Department Renovations Architectural Engineering Services RFP 2018-28

Item Being Extended: _____

Vendor Who Won the Bid: Mesick Cohen Wilson Baker Architects, LLP

Budget Line Item: H3031492-52000-1141

Budget Line Item: _____

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

[Signature]
Assistant Purchasing Agent

6/26/18
Date

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

[Signature]
Director of Risk and Safety

6/26/18
Date

Award of Bid is contingent on City Council accepting an Excess Insurance requirement of \$3M for contractor and its partners for this project. Wfmr 6/28/18

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

Finance Department Renovations Architectural Engineering Services RFP 2018-28

Bid Results

| | <u>Lump Sum Fee</u> |
|--|----------------------------|
| C & S Engineers, Inc. | \$49,772.00 |
| SWBR | \$59,900.00 |
| Mesick Cohen Wilson Baker Architects, LLP | \$78,280.00 |



City of Saratoga Springs

Purchase Requisition

DEPT FinanceDATE 6/25/18NEEDED BY 7/3/18VENDOR # 5250VENDOR NAME Mesick, Paken, Wilson,DELIVERY REFERENCE Baker Architects, LLC

SHIP TO CODE _____

STATUS: ☒ N
(NORMAL)☐ C
(CONFIRMING)☐ P
(PRIORITY)☒ B RFP 2018-28
(BID**)☐ W
(WAIVE)☐ C
(CONTRACT)

ENTER APPLICABLE AWARD DATES & SPEC NUMBERS

| QTY | UNIT | DESCRIPTION | \$UNIT | TOTAL | ORG | OBJ | PROJ |
|-------------|------|--------------------|--------|--------|------------|-------|------|
| 1 | | Architectural Eng. | | \$0.00 | 7/3023/492 | 52000 | 1141 |
| | | Services Finance | | \$0.00 | | | |
| | | Renovation | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| GRAND TOTAL | | | | \$0.00 | 7/3023/492 | | |

REQUESTED BY [Signature]Date 6/25/18APPROVED BY [Signature]Date 6/25/18

FOR AMOUNTS \$50,000 OR MORE, ALL WAIVE OF BIDS, CHANGE ORDERS, ALL COMMISSIONER OF FINANCE, AND ALL CAPITAL PROJECTS PURCHASES, THE FOLLOWING MUST BE COMPLETED:

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.

[Signature]
 Commissioner of Finance

6/25/18
 Approval Date

COMPLETE AND SUBMIT TO PURCHASING FOR PROCESSING



City of Saratoga Springs, NY Contract

City Project Number: 1141 RFP 2018-28 City Project Name: Finance Office Renovations
 City Department: Finance Department Contact Person: Mike Sharp City Ext. 2571
 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
 Vendor and/or Service Provider Primary Contact: Laurence Wilson Title: Partner
 Primary Contact Email: LWilson@MCWB-Arch.com
 Service to be Provided: Architectural/Engineering Services
 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 Finance Department Renovations, the Vendor and/or Service Provider submitted proposals dated 05/07/2018 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 09/15/2019. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed **BASE BID FEE OF \$78,280.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED \$1000,000**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Finance 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 Laurence Wilson. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of Finance, 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: Laurence Wilson
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 Providers/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: Laurence F. Wilson Date: 6-26-18

Print Name: LAURENCE F. WILSON Title: PRINCIPAL

City of Saratoga Springs' Signature: _____ Date: _____

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



COST PROPOSAL FORM

Finance Department Renovations Architectural/Engineering Services

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 Quotation to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

LUMP SUM FEE IN FIGURES:

\$ 78,280.00

BASE BID FEE OF \$78,280.00
PLUS REIMBURSABLE
EXPENSES NOT TO EXCEED
\$1000.00

LUMP SUM FEE (WRITTEN) :

Seventy eight thousand, two hundred and eighty dollars.

FIRM:

COMPANY NAME: Mesick Cohen Wilson Baker Architects, LLP

ADDRESS: 368 Broadway

Albany, NY 12207

(City)

(State)

(Zip)

PHONE: (518) 433-9394

E-MAIL ADDRESS: LWilson@MCWB-Arch.com

AUTHORIZED SIGNATURE: *Laurence Wilson*

PRINTED NAME: Laurence Wilson

TITLE: Principal

DATE: 5/8/18

Fee Proposal: 5/7/2018**Saratoga City Hall: Department of Finance Renovations**

| | Partner | Project Manager | Drafter |
|--|----------------|------------------------|----------------|
| DD/CD | Hours | Hours | Hours |
| Field Work | 3 | 6 | 6 |
| Mtg. with client (2) | 4 | 4 | |
| Coordinate consultants | | 12 | |
| General construction design | 8 | 40 | |
| Design front desk millwork | 12 | 12 | |
| Interiors: carpet, shades, furniture, colors, hardware | 16 | 32 | |
| Detailing | 8 | 24 | |
| Drafting | | | 80 |
| Specifications | 4 | 40 | |
| Final Documents | 4 | 8 | |
| Sub-total: DD/CD | 59 | 178 | 86 |
| Bidding | | | |
| Walk-thru | | 3 | |
| Answer Questions | | 8 | 4 |
| Advise owner | 1 | 2 | |
| Check bidders | 1 | 4 | |
| Sub-total: Bidding | 2 | 17 | 4 |
| CA | | | |
| Attend Meetings (12) | 6 | 36 | |
| Meeting Minutes | | 12 | |
| Site Inspections | 6 | 12 | |
| Project Revisions | 2 | 12 | 6 |
| Review submittals | | 4 | 16 |
| Process payment requisitions | | 8 | |
| Punch list | 2 | 16 | |
| close out | | 12 | 4 |
| Sub-total: CA | 16 | 112 | 26 |
| Total Project Hours | 77 | 307 | 116 |
| Billing Rate/hour | 170 | 100 | 65 |
| Sub-total costs | \$13,090 | \$30,700 | \$7,540 |

Total Fee MCWB \$51,330

Consultants

| | |
|---|----------|
| Quantum Engineering (see attached proposal) | \$22,950 |
| Alpine Environmental Services (see attached proposal) | \$4,000 |

Total Project Fee \$78,280

Reimbursable Expenses (estimated): Printing and mileage
Cost per meeting after exceeding the identified count

\$1,000
\$400

BASE BID FEE OF \$78,280.00
PLUS REIMBURSABLE EXPENSES
NOT TO EXCEED \$1000.00



May 2, 2018

Larry Wilson
Mesick, Cohen, Wilson Baker Architects

Re: Asbestos Consulting for Proposal for Saratoga Springs Finance Office-
Proposal #05022018-CP2

Larry,
Thank you for the opportunity to quote. We are providing you with a proposal for asbestos consulting needed to facilitate abatement. This proposal includes asbestos inspection, design, bid documents and monitoring.

A NYSDOL Variance may be needed to facilitate asbestos abatement. A variance will only be charged if needed. Variance will detail procedures and eventually be approved by the NYSDOL. That process normally takes 3 weeks. One variance is included in this proposal.

Project Description

This project involves the asbestos abatement design and bid specification (to the extent needed) for one area observed during our previous walkthrough.

One set of bid documents is included. This proposal does not include any bid administration.

Alpine is prepared to perform the following services related to asbestos abatement:

1. Develop asbestos abatement bid package for release to approved local asbestos abatement firms. Limited additional sampling needed will be performed under this contract.
2. After issue of abatement contract by client provide the abatement oversight services.
4. One site meetings is included with the design lump sum below.
5. Alpine will rely on the client for access to all needed areas.

Asbestos/ Material Consulting Fees

Asbestos Abatement Design, Bid Package-Financial Office **\$2,500**

Includes sampling needed to complete report

Variance, as required by the NYSDOL- If Needed **\$1,500**

to facilitate abatement, Includes DOL Fee

The below day rate is based on up to eight hours on site labor, up to twelve PCM air samples, and travel time and expense for one round trip.

UNIT RATES-Monitoring

NYS Certified Asbestos Project Monitor: **\$ 475/Full Day**

Includes up to 8 hours Labor, Travel, up to 12 PCM Samples

NYS Certified Asbestos Project Monitor: **\$ 375/Half Day**

Includes up to 4 hours Labor, Travel, up to 12 PCM Samples

Signed proposal needed before start of project.

Minimum Site charge is \$375.00 (includes contractor failing to show up or canceling work within twelve hours of site start time.)

Site hours above eight for any one day will be invoiced at \$55/hour. Nights, Weekends and Holidays will be invoiced at 1.25 times the above rate.

PCM air samples above 12 in any one day will be invoiced at \$8.00 per sample.

Samples requiring analysis on Holidays, from 5:00 pm through 7:00 am on weekdays or on weekends from 5:00 pm on Friday through 7:00 am on Monday will incur a Lab charge of \$195.00 in addition to the per sample charge.

Alpine Environmental Services, Inc. performs Phase Contrast Microscopy (PCM). All other analysis, including Transmission Electron Microscopy (TEM), shall be sub-contracted. TEM & PLM analysis is performed by EMSL Analytical, Inc. and/or Adirondack ES, both are NYS ELAP certified laboratories.

Alpine Environmental Services carries appropriate insurance and a Certificate of Insurance is available upon request at the time a contract is awarded. Any limits or coverage required above those currently carried, if available, will result in an additional charge which will be billed in addition to the above rates.

Alpine Environmental Services is not responsible for unexpected project delays including, but not limited to, longer project durations and/or failure of final clearance samples.

All services are to be requested 24 hours in advance. These rates are valid for six months.

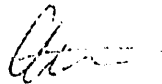
Payment terms are 30 days from date of service. The client agrees to pay a finance charge of one and one half percent (1 ½%) per month, or the maximum rate allowed by law. The client will be liable for all court costs, disbursements, and reasonable attorneys' fees incurred by Alpine Environmental Services, Inc. The undersigned agrees to the terms, conditions, and costs outlined in this proposal.

| | |
|--------------------|-----------------------|
| _____ SIGNATURE | _____ PRINTED NAME |
| _____ TITLE | _____ DATE |

Names of Additional

Insureds: _____

Sincerely,
Alpine Environmental Services, Inc.



Craig Petreikis, PE,
Director of Operations

Quantum Engineering Co., P.C.

48 THATCHER STREET ♦ SELKIRK ♦ NEW YORK 12158
TEL: (518) 767-9450 ♦ FAX: (518) 767-9442 ♦ e-mail: www.quantumengineers.com

May 7, 2018

Mr. Larry Wilson
Mesick, Cohen, Wilson, Baker Architects
388 Broadway
Albany, New York 12207

Re: Revised Proposal for Engineering Services for
City of Saratoga Springs – City Hall
Renovation to Finance Offices on First Floor
Q.E. Proposal # MCWB-106R2

Dear Larry,

We are pleased to submit this revised proposal for Plumbing, Fire Protection, HVAC and Electrical Engineering services for the above mentioned project. The scope of the work is understood to consist of the renovations to the first floor office for the Finance Department. The scope of the renovations is based on the City of Saratoga Springs RFP and the following clarifications

1. We have included attendance at review meetings as needed; not-to-exceed two (2) meetings.
2. Per the addendum the scope of work for the ramp has been deleted.

Additional Services

The following items are specifically excluded from this proposal but may be included at any time as additional services.

1. Structural engineering services.
2. Upgrades to the heating and air-conditioning systems, other than for the first floor project area.
3. Design of new power panels.
4. Design of custom replication light fixtures.
5. Definition of IT cabling and horizontal cabling infrastructure. We will however include the scope of IT cabling on the plans and in the specifications based on information and specifications provided by the City of Saratoga Springs.
6. Attendance at bid phase walk-through with contractors.

Services during Construction

1. We will respond to contractor's questions as required.
2. We will review shop drawings and project submittals.
3. We will observe the progress of the installation during construction. For the purpose of this proposal we have assumed a total of three (3) site visits.

May 7, 2018

City of Saratoga Springs-- City Hall- Offices for Finance Dept. on First Floor

Q.E. Proposal # MCWB-106R2

Page - 2

Schedule

We are prepared to commence work in accordance with the RFP and will work to meet their schedule.

Fee

Based on the above we propose the following lump sum fees:

Base Fee Scope: Balance of DD, all of CD and Construction Phases.....\$ 22,300.00
plus increased Umbrella Liability coverage premium/annually for \$5,000,000
(estimate)\$ 650.00/yr
(Our current Liability coverage is at \$3,000,000)

The following hourly 2018 rate schedule shall be used if additional services are requested:

| <u>STAFF</u> | <u>RATE</u> |
|------------------------------|-------------|
| Principal Engineer | \$160.00/HR |
| Professional Engineer(s) | \$140.00/HR |
| Project/Operation Manager(s) | \$125.00/HR |
| Engineer(s) | \$120.00/HR |
| Designer(s) | \$100.00/HR |

We appreciate you considering Quantum Engineering Co., P.C. and look forward to working with you on this project.

Very truly yours

A. Curtis Wilsey

A. Curtis Wilsey, P.E.

President, Quantum Engineering Co., P.C.

Authorized Signature

Date

Printed Name

Title

EDUCATION

Bachelor of Architecture - Magna Cum Laude - New York Institute of Technology, 1982
A.A.S. Civil Technology - Hudson Valley Community College, 1979
Architectural Study - England and Italy, 1980
Independent Study - Japan, 1987
Stone Research - Italy and Germany, 1990
New York Society of Architects - Matthew W. Del Gaudio Memorial Award

EXPERIENCE

Principal - *Mesick Cohen Wilson Baker Architects*, 1995 to present
Associate - *Mesick Cohen Wilson Baker Architects*, 1994 - 1995
Project Architect - *Mesick Cohen Waite Architects*, 1989 - 1994
Project Architect - *Mendel Mesick Cohen Waite Hall Architects*, 1984 - 1989
Architectural Designer - *Bentel & Bentel Architects*, Locust Valley, NY, 1982 - 1984
Associate Professor, Department of Architecture - *New York Institute of Technology, Old Westbury, NY*, 1983 - 1984

QUALIFICATIONS

Registered Architect - New York State, 1985; Massachusetts, 1995; Tennessee, 1999;
Virginia, 2004; Connecticut, 2015

PROFESSIONAL ACTIVITIES

Member - American Institute of Architects
Member - Association for Preservation Technology
Member - National Trust for Historic Preservation
Member - Society of Architectural Historians

REPRESENTATIVE PROJECTS

Cathedral of the Immaculate Conception, Albany, NY

Principal

Client: The Roman Catholic Diocese of Albany

Phase I involved the complete replacement of stonework of the clerestory walls, parapets and the entire north tower together with replacement of the roofs. Phase 2 involved comprehensive restoration of interior including structure, thermal insulation, ADA compliance, all systems, finishes and liturgical alterations. Work is ongoing.

New York State Capitol, Albany, NY

Principal

Client: New York State Office of General Services

Restoration, conservation and adaptive-use projects over the course of 20 years including conservation cleaning of the Great Western Staircase, complete restoration and reconstruction of the laylights and skylights of the Senate and Assembly staircases, adaptive use and insertion of mezzanine office spaces in Tower Hall, restoration of period elevators and lobby restorations, and various upgrades to corridors, and new ADA compliant toilet rooms.

Tennessee State Capitol, Nashville, TN

Project Architect

Client: The State of Tennessee

Research and production of a Historic Structure Report.

Williams College - Williamstown, MA

Principal

Client: Williams College

Numerous projects over the course of 15 years at the Campus of Williams College involving interior and exterior restoration, including masonry repairs and restoration of brick, stone, terra cotta structures, windows, ADA compliance, building systems and thermal insulation systems.



lwilson@mcwb-arch.com

Syracuse University, Syracuse, NY

Principal

Client: Syracuse University

Documentation analysis and restoration of various projects on the iconic Crouse College building and for Bowne Hall. Crouse College has involved the restoration of masonry and roof elements including large original skylight systems and gutters. Current project includes the restoration of the four brownstone demi-domes in the central tower involving reconstruction of heavy masonry systems.

40 Franklin Street, Rochester, NY

Principal

Client: Rochester Institute of Technology

Survey and analysis of the building envelope, particularly masonry. Contract documents, bidding and restoration of the exterior masonry. Phase 1 complete and Phase 2 schedule to be done in summer of 2018.

Blair House, Washington, DC (The President's Guest House Complex - 1824, 1859, 1860)

Project Architect

Client: General Services Administration and the State Department

Design development and production of contract documents for comprehensive restoration and addition.

Albany City Hall, Albany, NY

Principal

Client: City of Albany

Survey and analysis of roof, structural steel, masonry systems and repair and replacement of the brownstone balustrades over the building entrance.

Eagle Office and Technology Park (Clocktower Historic Factory Complex), Pittsfield, MA

Project Manager

Client: Berkshire Eagle

Development of a master plan for 340,000 sq. ft. complex of historic landmark industrial buildings. Design and contract documents for newspaper printing facility and offices including layout for press operations, new entrance facade, and site layout.

Davidson County Courthouse -- Nashville, TN

Principal

Client: Metro Nashville & Davidson County

Preparation of an initial study to evaluate exterior stone facades, original steel windows and decorative elements and an interior survey that evaluated the significance of the major public, court and administrative spaces. Phase II consisted of performing comprehensive tests and probes of significant materials and systems. Phase III was the preparation of construction documents for the restoration of the exterior and renovation of public lobbies, corridors and upgrading of twelve historic courtrooms.

Chatham Union Station - Chatham, NY

Principal

Client: National Union Bank of Kinderhook

Comprehensive interior and exterior restoration and adaptive use of 1887 station designed by Shepley Rutan Coolidge (successor firm of H.H. Richardson) for use as a branch bank. Work includes replacement of slate roof; restoration/conservation of exterior granite and brownstone masonry and wood elements; restoration of doors and windows; and restoration/adaptive use of original main waiting room, including decorative elements for banking floor.

First Unitarian Universalist Society of Albany

Principal

Client: FUUSA

Design of a multi-purpose modern addition to existing historical building.



EDUCATION

Bachelor of Arts, *Goddard College*, 1980

Construction Technology Program, *Hudson Valley Community College*, 1978 - 1979

EXPERIENCE

Project Manager/Specification Writer, *Mesick, Cohen, Wilson, Baker Architects*, 1997 - Present

Project Manager/Draftsperson, *John G. Waite Associates*, 1995 - 1997

Project Manager/Draftsperson, *Mesick, Cohen, Waite Architects*, 1989 - 1995

Project Manager/Draftsperson, *Mendel, Mesick, Cohen, Waite, Hall Architects*, 1986-1989

Project Manager/Draftsperson, *David Lennon Smith, Architect*, 1983 - 1986

Architectural Draftsperson/Designer, *Quackenbush, Wagoner and Reynolds*, 1981-1983

Architectural Draftsperson/Designer, *Stracher-Roth Associates*, 1980 - 1981



mdahl@mcwb-arch.com

RESPONSIBILITIES

- Survey and recording
- Specification writer
- Construction documents
- Project management
 - Estimating
- Construction administration

PROJECTS

Albany City Hall - Albany, NY

Bank of Kinderhook, Chatham Union Station - Chatham, NY

Binghamton Federal Courthouse - Binghamton, NY

Cathedral of the Immaculate Conception - Albany, NY

Chesterwood House & Studio - Stockbridge, MA

Davidson County Courthouse - Nashville, TN

Doctor Oliver Bronson House - Hudson, NY

Farmington Country Club - Charlottesville, VA

Fort Orange Club - Albany, NY

Frank Lloyd Wright's Architecture, Florida Southern College - Lakeland, FL

George Washington's Mount Vernon - Mount Vernon, VA

Governor Henry Lippit House - Providence, RI

Hudson Railroad Station - Hudson, NY

Huguenot Historical Society - New Paltz, NY

James Madison's Montpelier - Montpelier Station, VA

James T. Foley Courthouse - Albany, NY

Lasell Hall - Schoharie, NY

Leo W. O'Brien Federal Building - Albany, NY

New York State Education Building - Albany, NY

Powhatan Manor House - Williamsburg, VA

Proctor's Theater - Schenectady, NY

Ravena Town Hall - Ravena, NY

Robert E. Lee's Stratford Hall - Stratford, VA

Rochester City Hall - Rochester, NY

Schoharie County Courthouse - Schoharie, NY

St. Johnsbury Athenaeum - St. Johnsbury, VT

The College of William and Mary - Williamsburg, VA

The Doane Stuart School - Rensselaer, NY

The Dutch Reformed Church - Newburgh, NY

The Emily Dickinson Museum - Amherst, MA

The Gardner Earl Memorial Chapel and Crematorium - Troy, NY

The Hyde Collection - Glen Falls, NY

The Octagon House - Washington, DC

The Saratoga Battle Monument - Victory Mills, NY

Thomas Cole Historic Site - Catskill, NY

Thomas Jefferson's Academic Village, University of Virginia - Charlottesville, VA

Thomas Jefferson's Monticello - Charlottesville, VA

Thomas Jefferson's Poplar Forest - Forest, VA

Tudor Place - Washington, DC

Williams College - Williamstown, MA

CATHEDRAL OF THE IMMACULATE CONCEPTION

ALBANY, NEW YORK

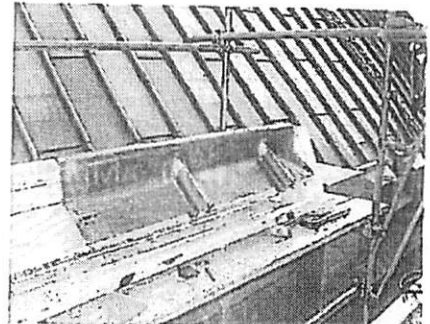
Client Contact: John Hutchinson, CFO
Roman Catholic Diocese of Albany
Tel. (518) 453-6640

Project Services: Restoration, replacement, and reconstruction of exterior brownstone; installation of new lead roof; reconstruction of entry portals and steps; complete interior restoration; installation of all new building systems – HVAC, fire protection, and plumbing.

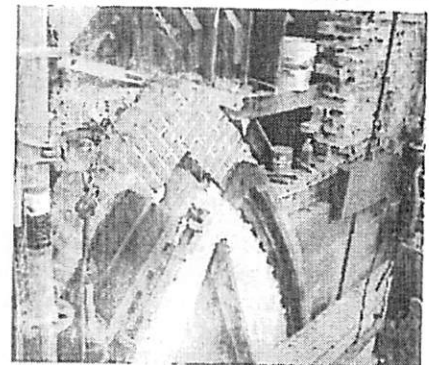
Costs: \$25,000,000

Schedules: Multi-phased restoration starting in 1996, and work continuing on various projects.

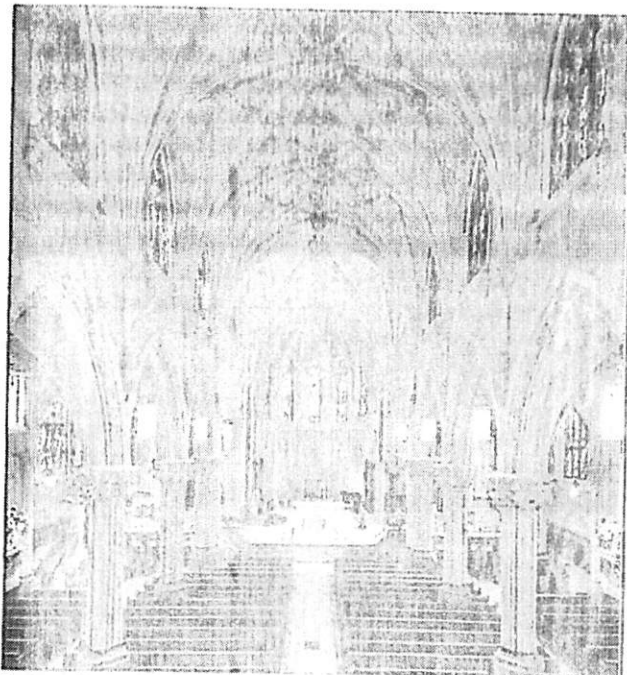
Initial work included archival research to develop a history of the building; preparation of measured drawings; a thorough survey of building fabric; assessment of problems of repair; and the development of a program for expanded utilization of the building. An annual program of maintenance and limited restoration was subsequently instituted. A phased preservation plan for the restoration and reconstruction of the Cathedral exterior was developed in 1996. Phase I was completed in 2004 and addressed the worst of the exterior building deterioration, particularly stone masonry at the north tower and clerestories and replacement of the main upper roof. Phase II was completed in 2010, addressing the comprehensive restoration of the interior. Restoration of the east facade, replacement of the highly decorative carved masonry of the entrance portals, and complete reconstruction of the grand approach steps to the entrance was completed in 2011.



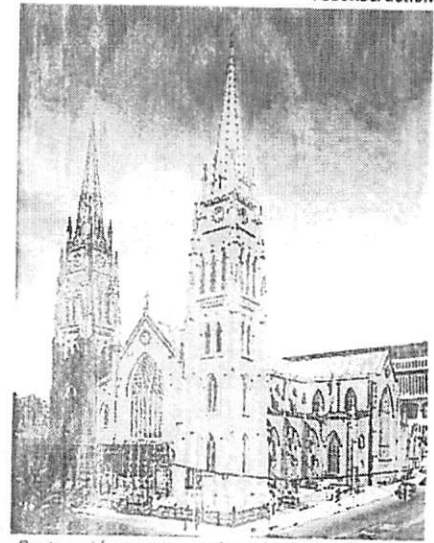
Lead roof formwork



Side aisle clerestory during restoration and reconstruction



Restored interior



Restored/reconstructed north tower, clerestory, and roofs

DAVIDSON COUNTY COURTHOUSE

NASHVILLE, TENNESSEE

- Client Contact:** Valerie C. Gilley
Metropolitan Government of Nashville and Davidson
County, Tennessee
Tel. (615) 886-2636
- Project Services:** Interior and exterior conditions survey, preservation report,
restoration plan, cost estimate and contract documents.
- Costs:** \$34,804,774
- Schedules:** MCWB Architects was responsible for all restoration and
preservation issues affecting the renovation of the building.

Mesick Cohen Wilson Baker Architects (MCWB) was part of an A/E team headed by Barge Waggoner Sumner & Cannon, Inc. for the renovation and restoration of the Metropolitan Nashville Davidson County Public Building and Courthouse in Nashville, Tennessee. The 270,000 square foot building, built in 1935 in Neoclassical and Art Deco styles, is listed on the National Register of Historic Places and is a regional landmark. The role of MCWB was to address all restoration and preservation issues affecting the renovation of the building.

The first phase included interior and exterior surveys, evaluating stone facades and site features, steel window systems, decorative metals, interior decorative plaster and paint schemes, art glass, lighting and numerous other features. The study also included an evaluation of the significance of administrative, court, and major public spaces. The overall objectives of the survey were to define the significant architectural aspects of the building, establish the original architects' intent, identify subsequent changes, and to assess the current condition of the building fabric to identify features, both spatial and architectural, to be preserved or reinstated if lost and to assess the extent of problems of repair.

Upon completion of the exterior survey, particular areas of concern were revealed, such as, cracking and displacement of the Indiana limestone façade, flaking and peeling of the paint coating of the steel windows and subsequent surface rusting, cracked or broken panes of glass, and cracking and deterioration of decorative bas-relief gold painted windows. On the interior, significance ratings were assigned to all rooms based on the level of integrity or survival of the original architectural features. Conditions surveys were conducted for highly significant rooms, including public circulation spaces, courtrooms and representative rooms. This survey determined spaces appropriate for restoration and architectural elements that should be preserved.

The preservation report included a history and significance of the building, exterior conditions assessment with recommendations for restoration of the building fabric and architectural elements, and an interior conditions assessment with recommendations for treatment of spaces and restoration of all decorative features. In addition, the report established guidelines for the planning and reconfiguration of court and governmental administrative offices.

The second phase involved performing a comprehensive series of tests and probes of significant materials and systems that will be used to develop the scope of work for repairs and restoration plus a detailed cost estimate of the work.

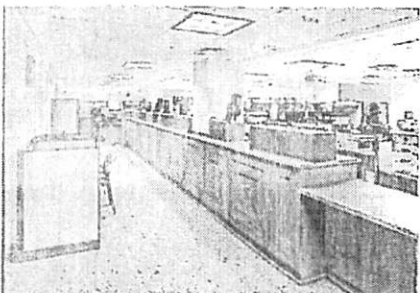
The third phase involved the preparation of Contract Documents for which MCWB was responsible for the repair and restoration of the exterior, renovation of the original public lobbies, corridors and upgrading of the twelve historic courtrooms.



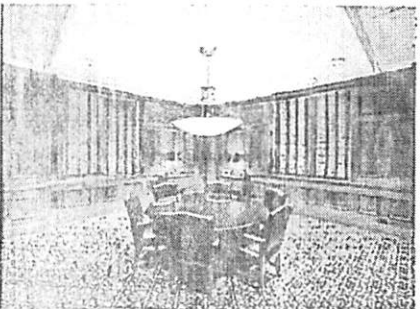
Restored Exterior



Courtroom



Offices for City Government



Mayor's Office

NEW YORK STATE CAPITOL ALBANY, NEW YORK

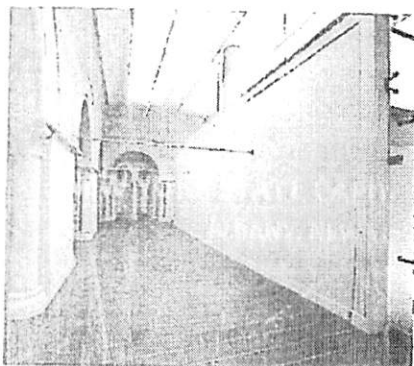
Owner: NYS Office of General Services
Project Services: Phase 4 roof restoration and adaptive use of Tower Hall
Costs: \$10,000,000

MCWB Architects has worked on numerous restoration project at the NYS Capitol over the course of the last three decades. Most recently we were part of the project team for the Phase 4 restoration of the roof. Part of our work on this project involved the adaptive use of Tower hall, which is a large central chamber that was originally intended to be the public space under the tower that was never built. Our work related to tower hall involved the insertion of two stacked floors within the original space, the upper area for mechanical equipment and the lower was a floor insertion to provide additional offices for the Assembly and Senate Bill Drafting functions.

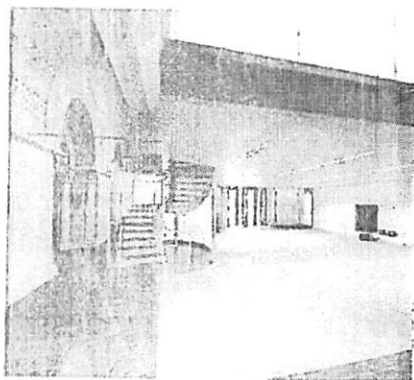
Tower hall is a significant contributing historical space within the Capitol. In the 1950's the space was infilled with a series of private senate office, completely obscuring the detail and quality of the original space with its incised granite walls, arches and columns. This project involved peeling away these accretions to restore and reveal the original detail while accommodating and increased use density of the overall space. This was accommodated by inserting a suspended mezzanine within the Hall, thus providing a stacked two story space. The mezzanine was suspended and held away from the original perimeter walls, so as to minimally impact the otherwise restored space. In this case the design language involved contemporary detailing to contrast the original stone masonry.

The tower hall project also involved the restoration of the fifth-floor elevator lobby with a connecting corridor through tower hall linking the elevators to the main fifth floor circulation corridor. Much of the original stonework was cleaned and restored and patterned red slate flooring was installed that replicates the original floor. The project involved coordination of all new mechanical and electrical systems into the space. It also required extensive analysis and detailing of the structural systems required to insert the mezzanine and mechanical equipment.

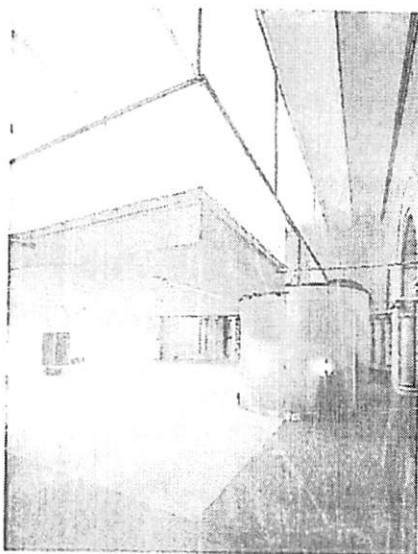
Tower Hall is an excellent example of how to accommodate increased program requirement for offices by the insertion of a mezzanine floor within a large existing (historic) space.



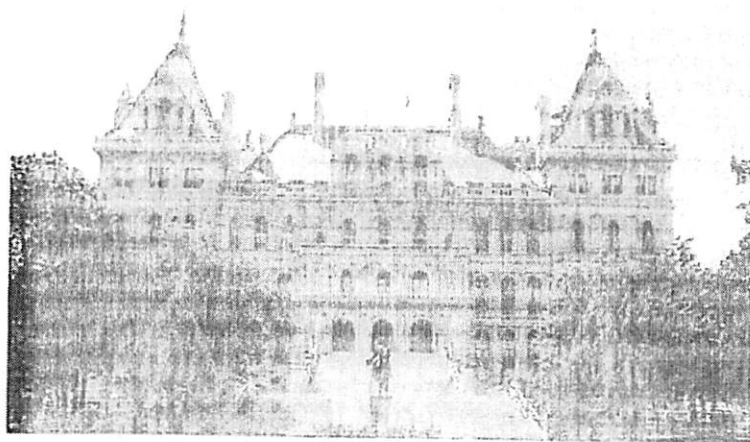
Entry mezzanine within original corridor space



Mezzanine structure from first floor level



First floor level with access stair to second level



SARATOGA AUTO MUSEUM

SARATOGA SPRINGS, NEW YORK

Client Contact: Bob Bailey
Tel. (518) 587-1935

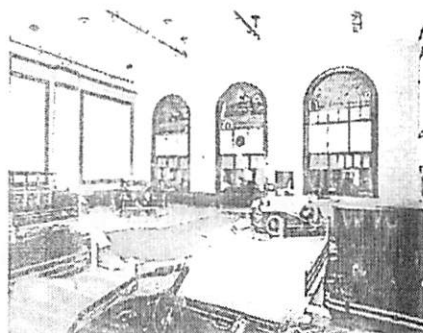
Project Services: Design, Contract Documents, Construction Administration

Costs: \$3,100,000

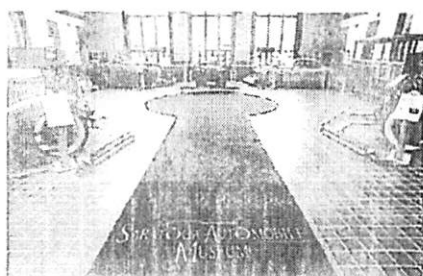
Schedules: The firm has been very successful in accommodating schedules and responsive to problem solving and responses during construction.

The Saratoga Auto Museum: Built in 1935 to bottle the waters of the Saratoga Spas, which were believed to aid in a host of health and wellness issues, the Bottling Plant was in operation until 1979. Being an industrial building, the Bottling Plant has an open floor plan, making it ideal for the display of automobiles. A feasibility study and master plan were undertaken to determine the scope of remedial work and the suitability of the structure to house the Museum. Subsequently, the Bottling Plant was leased by the State to the Museum for a twenty-year period.

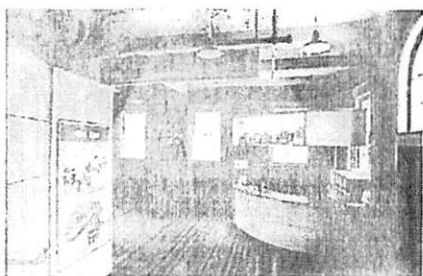
The rehabilitation work at the Bottling Plant fell roughly into two categories. The first category encompassed remedial and retrofitting work such as repair of deteriorated building fabric and improvements to the heating and electrical systems, as well as energy conservation measures and compliance with ADA requirements. The second involved all those interventions made necessary by conversion of the building to serve museum purposes. In devising a plan to house an antique auto museum in the Bottling Plant, every effort was made to minimize changes to its original architectural integrity yet provide accommodations for a full range of museum facilities.



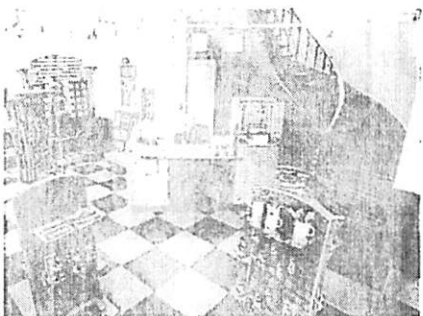
View of main automobile gallery



View of main automobile gallery



Reception Area



Gift Shop



Exterior Rendering

SCHOHARIE COUNTY COURTHOUSE

SCHOHARIE, NEW YORK

Client Contact: Christopher Spies
Chief Clerk
Tel. (518) 295-8342

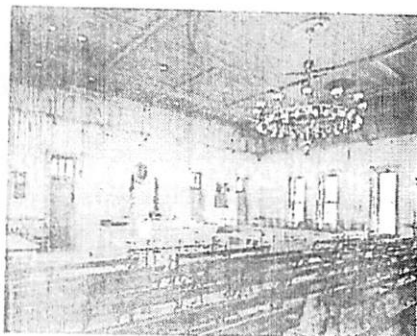
Project Services: Interior and exterior renovation, new addition, and new mechanical, electrical and fire protection systems

Costs: \$4,650,000

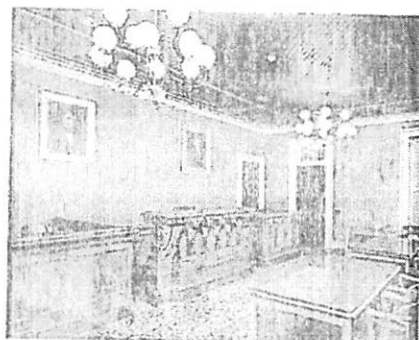
The original exterior walls consist of thick ashlar limestone construction with tooled stone window trim, decorative cast iron features, a sheet iron tower, and corner pinnacles.

The renovation and addition involved nearly doubling the size of the court facility with a rear addition while completely renovating the original structure. Major structural repairs were carried out including replacement of the entire original wood roof truss system with a new structural steel truss and reinforcement of floors and stairs. Decorative interior features were replicated including tile flooring, decorative painting, custom period light fixtures and custom patterned carpeting. Nearly all of the interior plaster systems were replaced. The original main wood stairway doors and trim were restored and new woodwork fabricated to match existing where missing. Throughout the project the State Historic Preservation Office was involved to oversee that the Secretary of the Interior's Standards were maintained.

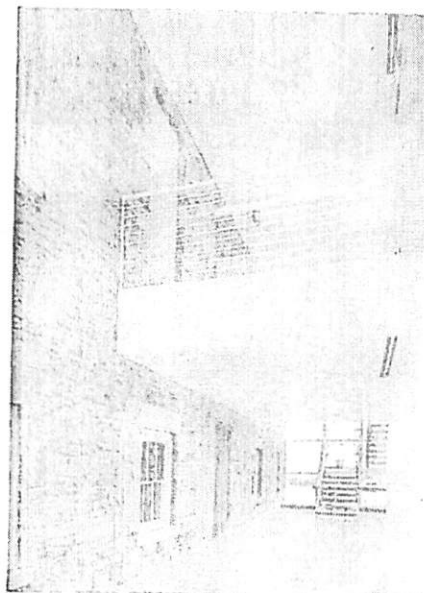
The new addition is designed with an exterior limestone to match the original Onondaga limestone, in a simplified, contemporary expression. The space between the original structure and the new addition has been formed within the 1965 addition to create a modern two story monumental lobby featuring the original stone exterior wall of the 1870 courthouse (previously plastered over in the 1965 renovation). New courtrooms, chambers and office facilities are housed in the addition. The original third floor main courtroom was restored and a new courtroom created on the second floor of the historic building incorporating the original judge's rostrum.



Main courtroom



Salvaged historic judge's bench



Interior view of atrium space

REFERENCES

Deborah LaBreche, P.E.
Asst. City Engineer
City of Saratoga Springs
474 Broadway - City Hall
Saratoga Springs, NY 12866
debbie.labreche@saratoga-springs.org
518-587-7098 Ext. 2616

John Hutchinson, CFO
Roman Catholic Diocese of Albany
40 Main Avenue
Albany, NY 12203
john.hutchinson@rcda.org
518-453-6640

Fred Daniels
First Reformed Church of Schenectady
Eight North Church Street
Schenectady, NY 12305
fred@danielsmedia.zone
518-573-4109





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: _____

Print Name: Laurence Wilson

Title: Principal

Date: 5/8/18

Company: Mesick Cohen Wilson Baker Architects, LLP Address: 385 Broadway, Albany, NY 12207

Subscribed to under penalty of perjury under the laws of the State of New York, this 7th day of May, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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: Laurence Wilson

Title: Principal Date: 5/8/18

Company Name: Mesick Cohen Wilson Baker Architects, LLP

Company Address: 385 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)

City Project Number: RFP# 2018-28 City Project Name: Renovations A/E Services Prevailing Wage Project No.: _____
City Department: Finance Department Department Contact Person: Stephanie Richards City Ext. _____
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- or better" 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 12856, 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 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/RFP/BD 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 conditions set forth herein, and hereby accepting, herein signs this Agreement.

Consultant Signature: _____

Date: 5/8/18

PROPOSAL CHECKLIST

√ = Acknowledges that the item is included in lump sum proposal

Note: This is not meant to be an all inclusive list of the project scope.

REMOVED PER
 ADDENDUM 1

| | | |
|----|---|---|
| | | √ |
| | GENERAL WORK SCOPE: | |
| 1 | 3 SETS OF PROPOSALS | √ |
| 2 | KICK OFF MEETING WITH FINANCE OFFICE | √ |
| 3 | COLLECT EXISTING CITY DOCUMENTATION | √ |
| 4 | FIELD INVENTORY OF EXISTING SITE CONDITIONS | √ |
| 5 | UPDATE DESIGN DEVELOPMENT PLANS | √ |
| 6 | PRESENT TO FINANCE & FOLLOW-UP PLAN MODIFICATIONS | √ |
| 7 | RAMP REPLACEMENT & HALL CARPET AS SEPARATE BID ITEM | √ |
| 8 | ASSESS BUDGET/UPDATE COST ESTIMATE | √ |
| 9 | 2 2-HOUR CONSTRUCTION MEETINGS/WEEK FOR 12 WEEKS | √ |
| 10 | DRC PRESENTATION PACKAGE & 2 MEETINGS | √ |
| 12 | BID DOCUMENTS | √ |
| 13 | BIDDING AND CONSTRUCTION ADMINISTRATION | √ |
| | | |
| | SUBMISSION DOCUMENTS: | |
| 1 | COVER LETTER | √ |
| 2 | LUMP SUM FEE & HOURLY RATES | √ |
| 3 | RESUMES OF KEY STAFF | √ |
| 4 | 5 PREVIOUS SIMILAR PROJECTS | √ |
| 5 | 3 REFERENCES | √ |
| 6 | REQUIRED CITY FORMS | √ |
| 7 | CERTIFICATE OF INSURANCE (INCLUDING SUBCONSULTANTS) | √ |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2018

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 Ten Eyck Group 1924 Western Avenue Albany NY 12203 | | CONTACT NAME: Ten Eyck Group PHONE: (518) 454-0954 FAX: (518) 456-7076 E-MAIL ADDRESS: | |
| INSURED Mead & Cohen Wilson Baker Architects LLP 388 Broadway Ste 3 Albany NY 12207-2941 | | INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Worcester Insurance Co INSURER B: Harleysville Insurance Company INSURER C: Travelers Casualty & Surety Co of America INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 28182 23582 31194 | |

COVERAGES **CERTIFICATE NUMBER:** CL183112891 **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 | ADD. SUBR INFO/DATE | 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 | ROP00000034500U | 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 OF AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | BA 00000034502U | 10/12/2017 | 10/12/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS: LWS DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | CM300000042974U | 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 OPERATION: below | Y/N | WC000000042954U | 10/12/2017 | 10/12/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.A. EACH ACCIDENT \$ 1,000,000 E.A. DISEASE - EA EMPLOYEE \$ 1,000,000 E.A. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability | | 105245607 | 03/17/2018 | 03/17/2019 | Each Occurrence 2,000,000 General Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, 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 #OU7213. The above statements apply if required by written contract. 30 Day Notice of Cancellation applies.

| | |
|--|--|
| CERTIFICATE HOLDER City of Saratoga Springs Office of Risk and Safety 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 |
|--|--|



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)

RFP # 2018-28 City Project Name: FINANCIAL DEPT RENOVATIONS Prevailing Wage Project No.: NA
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: Quantum Engineering Company, PC
Company Address: 48 Thatcher Street, Selkirk, NY 12158
Company Telephone No.: 518-767-3451 Company Fax No.: 518-767-3442
Consultant Primary Contact for This Project: Mr. Don Cross Title: Operations Manager

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 "concurrent 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 12865 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: *A. Curtis Wilsey* Date: JUNE 25, 2018

Client#: 21023

QUANTENG

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/25/2018

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

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

| PRODUCER AMSURE 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044 | CONTACT NAME Paul O'Malley PHONE (A/C No, Ext): 518 458-1800 E-MAIL pomalley@amsureins.com FAX (A/C No): 518 458-8390 | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Quantum Engineering Co., PC 48 Thatcher Street Selkirk, NY 12158 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Co.</td> <td>22365</td> </tr> <tr> <td>INSURER B : P&C Insurance Co. of Hartford</td> <td>34690</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 : Hartford Casualty Insurance Co. | 22365 | INSURER B : P&C Insurance Co. of Hartford | 34690 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Hartford Casualty Insurance Co. | 22365 | | | | | | | | | | | | | | |
| INSURER B : P&C Insurance Co. of Hartford | 34690 | | | | | | | | | | | | | | |
| 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 | ADJ SUBR INSR (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 type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER: | | 01SBARG6329 | 10/13/2017 | 10/13/2018 | 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 \$2,000,000 PRODUCTS, COMP, OP AGG \$2,000,000 \$ |
| B | 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 | | 01UECIE6793 | 10/13/2017 | 10/13/2018 | 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 checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: | | 01SBARG6329 | 10/13/2017 | 10/13/2018 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$ |

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

Project: Renovation Of City Hall Finance Offices on 1st Floor

City of Saratoga Springs, NY; its elected and/or appointed officials, agents and employees are additional Insureds under General Liability, Auto Liability and Umbrella Liability as required by the RFP. Additional Insured is primary and non contributory under General Liability and Auto Liability, but not for Umbrella Liability.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Saratoga Springs, NY 474 Broadway Saratoga Springs, NY 12865 | 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  |
|--|---|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2018

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.

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| | |
|---|--|
| PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 50 Oradell NJ 07643-0050 | CONTACT NAME: Timothy Esler PHONE: (201) 262-1200 FAX: (201) 262-7810 EMAIL: cert@fenner-esler.com ADDRESS: |
| INSURED Quantum Engineering Co., P.C. 48 Thatcher Street Selkirk NY 12158 | INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: Master 17-10

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 | ADDITIONAL INFO | POLICY NUMBER | POLICY EFF DATE (MM/DD/YYYY) | POLICY EXP DATE (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 PROJECT LOC | | | | | PRODUCTS - COMP/OP AGG \$ |
| | OTHER: | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | HIRE AUTOS | NON OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | CLAIMS-MADE | | | | AGGREGATE \$ |
| | DED RETENTION | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y N | | | | PER STATUTE OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) | 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 | PROFESSIONAL LIABILITY | | DPR 9918719 | 10/13/2017 | 10/13/2019 | PER CLAIM LIMIT \$3,000,000 |
| | | | | | | AGGREGATE LIMIT \$3,000,000 |

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

Project: Renovation of City Hall Finance Offices on 1st Floor

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs, NY
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

Timothy Esler/2018

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2018

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| | |
|--|--|
| PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 29424 |
| INSURED QUANTUM ENGINEERING COMPANY PC 48 THATCHER ST Selkirk, NY 12158 | |

COVERAGES

CERTIFICATE NUMBER: 926858

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 | ADD'L INSR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|----------|---|-----------------|-------------------|--------------|--------------|--|
| | | INSR. W/O | | (MM/DD/YYYY) | (MM/DD/YYYY) | |
| | COMMERCIAL GENERAL LIABILITY | | | | | |
| | CLAIMS-MADE 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 \$ |
| | POLICY | PROJ | LOC | | | PRODUCTS - COMP/OP AGG \$ |
| | OTHER: | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | |
| | ANY AUTO | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ALL OWNED AUTOS | SCHEDULED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | HIRED AUTOS | NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | CLAIMS-MADE | | | | AGGREGATE \$ |
| | DED | RETENTION \$ | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | | | | X PER STATUTE OTH-ER |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N | N/A N 76WEGDL6658 | 10/13/2017 | 10/13/2018 | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under: | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | DESCRIPTION OF OPERATIONS below | | | | | 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)

Job Reference: City of Saratoga Springs

Address: Finance Department, Office Renovations - 1st Floor, Saratoga Springs, NY, 12866

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| CERTIFICATE HOLDER City of Saratoga Springs Attn: Deborah LaBrecht, P.E. 474 Broadway - City Hall 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 |
|---|--|

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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: 2018-28 City Project Name: Finance Renovations Prevailing Wage Project No.:
City Department: Finance Department Contact Person: Debbie LaBreche City Ext. 2616
Company Name: Alpine Environmental Services, Inc.
Company Address: 438 New Kame Road, Albany, NY 12205
Company Telephone No.: 518-250-4047 Company Fax No.: 518-250-4353
Consultant Primary Contact for This Project: Craig Petreikis Title: 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.

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- **Pollution Liability Insurance Including Coverage for Asbestos Abatement:** One Million Dollars per Occurrence;
- **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: _____

6/27/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2018

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

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

| | | |
|--|---|------------------------|
| PRODUCER R-T Specialty, LLC 6450 Transit Road Depew, NY 14043 | CONTACT NAME Jaeger & Flynn Associates Inc PHONE: (A/C, No, Ext): (518) 273-1233 FAX: (A/C, No): (518) 688-0181 INSURER(S), AFFORDING COVERAGE INSURER A: BERKLEY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 32603 |
| INSURED Alpine Environmental Services Inc 438 New Kamm Road Albany, NY 12205 | | |

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 | ADDITIONAL SUBROGATION 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 <input checked="" type="checkbox"/> Hired & Non-Owned Auto Liab \$1,000,000/\$1,000,000 GEN'L AGGREGATE LIMIT AMOUNT PER POLICY <input checked="" type="checkbox"/> POLICY OTHER: | X | FEIECC1352805 | 03/10/2018 | 03/10/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRE AUTOS SCHEDULED AUTOS NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ | <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE | FEIEXS13529-05 | 03/10/2018 | 03/10/2019 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| | 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 | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | E&O Liability Profess. Liab Damages Limit/Agg Contractors Poll. Damages Limit | | FEIECC1352805 | 03/10/2018 | 03/10/2019 | \$1,000,000 \$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if no space is required)

City of Saratoga Springs is included as additional insured on a primary and non-contributory basis as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Saratoga Springs
474 Broadway
SARATOGA SPGS, 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

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|--|--------------------------|--|--|
| AGENCY Jaeger & Flynn Associates Inc | | NAMED INSURED Alpine Environmental Services Inc 438 New Karner Road Albany, NY 12205 | |
| POLICY NUMBER (see below) | | | |
| CARRIER (see below) | NAIC CODE (see below) | EFFECTIVE DATE: (see below) | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25(01/14) FORM TITLE: Certificate of Liability Insurance

| Carrier Name | NAIC # | Policy # | Policy Eff | Policy Exp |
|------------------------------|--------|----------------|------------|------------|
| A: Berkley Insurance Company | 32603 | FEIECC1352805 | 03/10/2018 | 03/10/2019 |
| A: Berkley Insurance Company | 32603 | FEIEXS13529-05 | 03/10/2018 | 03/10/2019 |
| A: Berkley Insurance Company | 32603 | FEIECC1352805 | 03/10/2018 | 03/10/2019 |

This Section Intentionally Left Blank



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141820802
ALPINE ENVIRONMENTAL SERVICES INC
438 NEW KARNER RD
ALBANY NY 12205



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER

ALPINE ENVIRONMENTAL SERVICES INC
438 NEW KARNER RD
ALBANY NY 12205

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS
474 BROADWAY
SARATOGA SPRINGS NY 12866

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---------------|--------------------|--------------------------|-----------|
| A1351 252-0 | 330196 | 03/10/2018 TO 03/10/2019 | 6/26/2018 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1351252-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 930277153



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

| | |
|--|---|
| 1a. Legal Name & Address of Insured (use street address only) ALPINE ENVIRONMENTAL SERVICES INC. 438 NEW KARNER ALBANY, NY 12205 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i> | 1b. Business Telephone Number of Insured 518-250-4047 1c. Federal Employer Identification Number of Insured or Social Security Number 141820802 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS, NY 12803 | 3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DE1143903 3c. Policy effective period 03/10/2018 to 03/09/2019 |

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of 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 and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/26/2018 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B 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 and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS Disability and paid family leave 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.





City of Saratoga Springs

Purchase Requisition

DEPT FinanceDATE 6/25/18NEEDED BY 7/3/18VENDOR # 5250VENDOR NAME Mesick, When Wilson, Baker

SHIP TO CODE _____

DELIVERY REFERENCE _____ Architects, LLPSTATUS: ☐ N
(NORMAL)☐ C
(CONFIRMING)☐ P
(PRIORITY)☒ B RFP 208-28
(BID**)☐ W
(WAIVE)☐ C
(CONTRACT)****ENTER APPLICABLE AWARD DATES & SPEC NUMBERS****

| QTY | UNIT | DESCRIPTION | \$UNIT | TOTAL | ORG | OBJ | PROJ |
|-------------|------|--------------------|--------|---------------------------|----------|-------|------|
| 1 | | Architectural Eng. | | \$0.00 79,280. | #3031492 | 52000 | 1141 |
| | | Services Finance | | \$0.00 | | | |
| | | Renovation | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| | | | | \$0.00 | | | |
| GRAND TOTAL | | | | \$0.00 79,280. | | | |

REQUESTED BY [Signature]Date 6/25/18APPROVED BY [Signature]Date 6/25/18

FOR AMOUNTS \$50,000 OR MORE, ALL WAIVE OF BIDS, CHANGE ORDERS, ALL COMMISSIONER OF FINANCE, AND ALL CAPITAL PROJECTS PURCHASES, THE FOLLOWING MUST BE COMPLETED:

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.

[Signature]
Commissioner of Finance

6/25/18
Approval Date

COMPLETE AND SUBMIT TO PURCHASING FOR PROCESSING

1944-1945

1946-1947

1948-1949

1950-1951

1952-1953

1954-1955

1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966-1967

1968-1969

1970-1971

1972-1973

1974-1975

1976-1977

1978-1979

1980-1981

1982-1983

1984-1985

William (Bob) McGee



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) |
|-------------------------------|--|--------------------------|---|---------------------|---|---|------------------------------|---|
| Elected Officials | | | | | | | | |
| Mayor | 6 | Margaret Kelly | | | <input type="checkbox"/> | 01/01/18-12/31/19 | 28.49 | <input type="checkbox"/> |
| Commissioner of Finance | 6 | Michele D. Clark-Madigan | | | <input type="checkbox"/> | 01/01/18-12/31/19 | 23.97 | <input type="checkbox"/> |
| Commissioner of Public Safety | 6 | Peter Martin | | | <input type="checkbox"/> | 01/01/18-12/31/19 | 17.61 | <input type="checkbox"/> |
| Appointed Officials | | | | | | | | |
| City Attorney | 6 | Vincent J. DeLeonardis | | | <input type="checkbox"/> | 10/01/14-04/08/18 | 20.38 | <input type="checkbox"/> |
| Deputy Mayor | 8 | Lisa Shields | | | <input type="checkbox"/> | 01/01/18-12/31/19 | 25.44 | <input type="checkbox"/> |
| Deputy Commissioner of Finar | 8 | Michael Sharp | | | <input type="checkbox"/> | 01/01/18-12/31/19 | 23.44 | <input type="checkbox"/> |

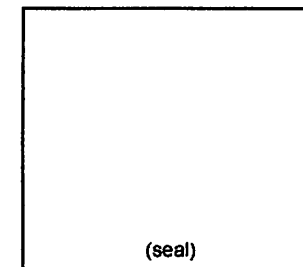
SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

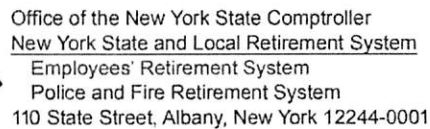
I, John P. Franck, secretary/clerk of the governing board of the City of Saratoga Springs, of the State of New York,
(Name of secretary or clerk) (Circle one) (Name of Employer)
do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 2nd day of
July, 20 18 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 2nd day
of July, 20 18,
(Signature of the secretary or clerk) (Name of Employer)

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 _____





(Rev. 8/15)

Employer City of Saratoga Springs Location Code 20049 Page 2 of 2 (use with form RS 2417-A)

SAD WAYFINIDNG DONATIONS
07/02/18 CITY COUNCIL MEETING

| AMOUNT | ENTITY | DATE | METHOD | CK # |
|------------------------|---|-----------|--------|--------|
| 390.00 | EMBRACE THE RACE | 6/18/2018 | CK | 1115 |
| 140.00 | PRO NAILS | 6/18/2018 | CK | 3196 |
| 50.00 | IMPRESSIONS OF SARATOGA | 6/18/2018 | CK | 10339 |
| 350.00 | IMPRESSIONS OF SARATOGA | 6/18/2018 | CK | 10338 |
| 90.00 | SARATOGA'S COMMUNITY FEDERAL CREDIT UNION | 6/18/2018 | CK | 707847 |
| 100.00 | ADELPHI HOTEL PARTNERS | 6/20/2018 | CK | 100998 |
| 100.00 | SALT AND CHAR | 6/20/2018 | CK | 350120 |
| <u>4,643.00</u> | SARATOGA SPRINGS CITY CENTER | 6/21/2018 | CK | 197138 |
| <u><u>5,863.00</u></u> | | | | |

06/29/2018 09:16
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 | | | | | |
| <hr/> | | | | | | | | | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY | AMEND | | | |
| 2018 | 07 | 7 07/02/2018 | 070218 | 070218 | BAPY BUA 070218BAPY | 1 | 2 | | | |
| 1 | G093 | 42690 | | | SALE OF PROP & COMP FOR LOSS WORKMAN'S COMPENSATION REIMBUR | | .00 | -2,487.85 | -2,487.85 | |
| | G | -09-3-0000-0-42690 | - | | WORKERS COMP REIMBURSEMENT ORT 07/02/2018 | | | | | |
| 2 | G3638111 | 51900 | | | SEWER ADMINSTRAION PS | LABORER SEWER | 142,724.00 | 2,487.85 | 145,211.85 | |
| | G | -36-3-8110-1-51900 | - | | WORKERS COMP REIMBURSEMENT ORT 07/02/2018 | | | | | |
| 3 | A093 | 42692 | | | DPW SALE OF PROPERTY & COMP HOSABILITY CONTRIBUTION EMPLOY | | -806.00 | -1,689.96 | -2,495.96 | |
| | A | -09-3-0000-0-42692 | - | | NYS DISABILITY REIMB DEGEN 07/02/2018 | | | | | |
| 4 | A3031621 | 51900 | | | CITY HALL PS | LABORER | 142,062.00 | 1,689.96 | 143,751.96 | |
| | A | -30-3-1620-1-51900 | - | | NYS DISABILITY REIMB DEGEN 07/02/2018 | | | | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | | |

06/29/2018 09:16
u05

CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
bgamdent

CLERK: u05

| YEAR PER | JNL | SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T OB | DEBIT | CREDIT |
|----------|----------------|-------------|------------|------------|--------|------------|-------|------------------------------------|------|----------|----------|
| 2018 | 7 | 7 | | | | | | | | | |
| BUA | G093-42690 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T WORKMAN'S COMPENSATION REIMBUR 5 | | | 2,487.85 |
| BUA | G3638111-51900 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T WORKERS COMP REIMBURSEMENT ORT 5 | | 2,487.85 | |
| BUA | A093-42692 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T WORKERS COMP REIMBURSEMENT ORT 5 | | | 1,689.96 |
| BUA | A3031621-51900 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T DISABILITY CONTRIBUTION EMPLOY 5 | | | |
| | | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T NYS DISABILITY REIMB DEGEN 5 | | 1,689.96 | |
| | | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T LABORER | | | |
| | | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | T NYS DISABILITY REIMB DEGEN | | | |
| | | | | | | | | | | .00 | .00 |
| BUA | A-2960 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | APPROPRIATIONS | | | 1,689.96 |
| BUA | G-2960 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | APPROPRIATIONS | | | 2,487.85 |
| BUA | A-1510 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | ESTIMATED REVENUES | | 1,689.96 | |
| BUA | G-1510 | | 07/02/2018 | 070218BAPY | 070218 | 070218BAPY | | ESTIMATED REVENUES | | 2,487.85 | |
| | | | | | | | | | | | |
| | | | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | 4,177.81 | 4,177.81 |
| | | | | | | | | JOURNAL 2018/07/7 TOTAL | | 4,177.81 | 4,177.81 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
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| FUND | ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------|--------------|------|-----|-----|------------|---------------------|----------|----------|
| A | GENERAL FUND | 2018 | 7 | 7 | 07/02/2018 | | | |
| | A-1510 | | | | | ESTIMATED REVENUES | 1,689.96 | |
| | A-2960 | | | | | APPROPRIATIONS | | 1,689.96 |
| | | | | | | FUND TOTAL | 1,689.96 | 1,689.96 |
| G | SEWER FUND | 2018 | 7 | 7 | 07/02/2018 | | | |
| | G-1510 | | | | | ESTIMATED REVENUES | 2,487.85 | |
| | G-2960 | | | | | APPROPRIATIONS | | 2,487.85 |
| | | | | | | FUND TOTAL | 2,487.85 | 2,487.85 |

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

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
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| 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 | | |
| 2018 | 07 | 8 07/02/2018 | 070218 | 070218BTPB | BUA 070218BTPB | 1 | 1 | | |
| 1 | A3031621 | 51960 | | CITY HALL PS | OVERTIME | | 8,440.10 | 5,000.00 | 13,440.10 |
| | A | -30-3-1620-1-51960 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| 2 | A3335111 | 51900 | | HIGHWAYS PS | LABORER | | 609,476.00 | -5,000.00 | 604,476.00 |
| | A | -33-3-5110-1-51900 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| 3 | A3335011 | 51964 | | STREETS PS | SPECIAL EVENTS | | .00 | 74.20 | 74.20 |
| | A | -33-3-5010-1-51964 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| 4 | A3335111 | 51900 | | HIGHWAYS PS | LABORER | | 609,476.00 | -74.20 | 609,401.80 |
| | A | -33-3-5110-1-51900 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| 5 | A3739081 | 51990 | | SICK LEAVE | SICK LEAVE | | 5,147.73 | 1,168.51 | 6,316.24 |
| | A | -37-3-9089-1-51990 | - | | COVER SICK BUY OUT | | 07/02/2018 | | |
| 6 | A3335111 | 51900 | | HIGHWAYS PS | LABORER | | 609,476.00 | -1,168.51 | 608,307.49 |
| | A | -33-3-5110-1-51900 | - | | COVER SICK BUY OUT | | 07/02/2018 | | |
| 7 | A3739081 | 58030 | | SICK LEAVE | CITY PORTION SOCIAL SECURITY | | 393.80 | 57.04 | 450.84 |
| | A | -37-3-9089-1-58030 | - | | COVER SICK BUY OUT | | 07/02/2018 | | |
| 8 | A3335111 | 51900 | | HIGHWAYS PS | LABORER | | 609,476.00 | -57.04 | 609,418.96 |
| | A | -33-3-5110-1-51900 | - | | COVER SICK BUY OUT | | 07/02/2018 | | |
| 9 | A3143414 | 54720 | | FIRE DEPARTMENT CS | SERVICE CONTRACTS - PROF SERV | | 52,931.74 | 15,100.00 | 68,031.74 |
| | A | -31-4-3410-4-54720 | - | | LEXIPOL SERVICE CONTRACT FIRE | | 07/02/2018 | | |
| 10 | A3143411 | 51966 | | FIRE DEPARTMENT PS | OTHER | | 97,000.00 | -15,100.00 | 81,900.00 |
| | A | -31-4-3410-1-51966 | - | | LEXIPOL SERVICE CONTRACT FIRE | | 07/02/2018 | | |
| 11 | F3739068 | 58014 | | HOSPITALIZATION | HRA CO PAY REIMBURSMNT | | 300.00 | 600.00 | 900.00 |
| | F | -37-3-9060-8-58014 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| 12 | F3739068 | 58010 | | HOSPITALIZATION | HOSPITALIZATION | | 424,497.00 | -600.00 | 423,897.00 |
| | F | -37-3-9060-8-58010 | - | | COVER ANTICIPATED EXPENSES | | 07/02/2018 | | |
| ** JOURNAL TOTAL | | | | | | | 0.00 | | |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2
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| YEAR PER | JNL | SRC | ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T | OB | DEBIT | CREDIT |
|-------------------|----------------|-----|---------|------------|------------|--------|------------|-------|-------------------------------|-------|----|-----------|-----------|
| 2018 | 7 | 8 | | | | | | | | | | | |
| BUA | A3031621-51960 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | OVERTIME | 5 | | 5,000.00 | |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | | 5,000.00 |
| BUA | A3335011-51964 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LABORER | 5 | | | |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | 74.20 | |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | SPECIAL EVENTS | 5 | | | |
| BUA | A3739081-51990 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | | 74.20 |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LABORER | 5 | | | |
| BUA | A3739081-51990 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | 1,168.51 | |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | SICK LEAVE | 5 | | | |
| BUA | A3739081-58030 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER SICK BUY OUT | 5 | | | 1,168.51 |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LABORER | 5 | | | |
| BUA | A3739081-58030 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER SICK BUY OUT | 5 | | 57.04 | |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | CITY PORTION SOCIAL SECURITY | 5 | | | |
| BUA | A3143414-54720 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER SICK BUY OUT | 5 | | | 57.04 |
| BUA | A3335111-51900 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LABORER | 5 | | | |
| BUA | A3143411-51966 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER SICK BUY OUT | 5 | | | |
| BUA | F3739068-58014 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | SERVICE CONTRACTS - PROF SERV | 5 | | 15,100.00 | |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LEXIPOL SERVICE CONTRACT FIRE | 5 | | | 15,100.00 |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | OTHER | 5 | | | |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | LEXIPOL SERVICE CONTRACT FIRE | 5 | | | |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | HRA CO PAY REIMBURSEMENT | 5 | | 600.00 | |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | | 600.00 |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | HOSPITALIZATION | 5 | | | |
| BUA | F3739068-58010 | | | 07/02/2018 | 070218BTPB | 070218 | 070218BTPB | | COVER ANTICIPATED EXPENSES | 5 | | | |
| JOURNAL 2018/07/8 | | | | | | | | | | TOTAL | | .00 | .00 |

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
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| FUND ACCOUNT | YEAR PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|-----------------|----------|-----|----------|---------------------|-------|--------|
| FUND TOTAL | | | | | .00 | .00 |

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

Loughberry Lake Dam Project Professional Services

June 12, 2018 / RFP# 2018-27





June 12, 2018

Ms. Stefanie Richards
City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

Subject: RFP#: 2018-27 – Loughberry Lake Dam Project Professional Services

Dear Ms. Richards:

Schnabel Engineering of New York is pleased to submit our proposal for Professional Services for the Loughberry Lake Dam Project. We are a firm specializing in dam engineering and are consistently setting the standard for the industry. This project will be lead from our nearby Clifton Park office where six of our key staff members reside.

We appreciate the opportunity to be of service for this project and look forward to continuing our work with Saratoga Springs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gregory Daviero', is written over a light blue horizontal line.

Gregory Daviero, PhD, PE
Project Manager

Table of Contents

- 1. FIRM OVERVIEW
- 2. DAM EVALUATION AND REHABILITATION PROJECTS
- 3. PROJECT TEAM
- 4. PROJECT APPROACH AND COST PROPOSAL
- 5. FORMS

1. Firm Overview

FIRM OVERVIEW

Schnabel Engineering is an energetic and dynamic, 62-year old, 100% employee-owned company offering specialized services in dam and levee engineering, water resources, geotechnical engineering, and tunnel engineering, from 19 locations throughout the United States. For nearly 25 years, Schnabel has been recognized as a premier dam and reservoir engineering firm and now delivers more than \$20 million in dam and water resources engineering services annually from five offices: Clifton Park, NY; Alpharetta, GA; Greensboro, NC; Seattle, WA; and West Chester, PA.

Dam engineering clients include federal, state, and local governments; power utilities; water suppliers; lake associations; and other consulting engineers. With experience in engineering assessment, analysis, design, and construction support services on over 2,000 dam and water resources projects through the United States, dam engineering comprises 35% percent of Schnabel's total business, illustrating our strong commitment to this service area.

Schnabel Staff

We have a staff of nearly 100 dam engineers who work exclusively on dam and reservoir projects. Our staff is experienced in all disciplines relevant to dams from concept through construction, including hydrology and hydraulics, civil engineering, engineering geology, geotechnical engineering, structural analysis and design, permitting, bidding and procurement, and construction engineering. We advocate an interdisciplinary approach that prepares our engineers, geologists, and scientists to "see the big picture," provide services for dam projects based on the complementary actions of a system of project elements, and do so with our client's best interests as our primary commitment. We combine the depth of resources, experience, and expertise of a large firm with the responsiveness of a small firm.



SUBCONSULTANTS

To complement our staff we have added the following specialty subconsultants, with whom we have previously worked, to address specific project needs.

Parratt-Wolff is an employee-owned, full-service environmental and geotechnical drilling firm. From developing job scopes to completing the necessary field work, they are a well-known, highly respected provider of specialty contract drilling services. With three offices, 55 employees and over 40 major pieces of field equipment, they offer a range of technical investigation services from Maine to Florida and as far west as Michigan. Committed to quality, all geotechnical drilling is performed under strict compliance with ASTM Standards. Parratt-Wolff will provide drilling services for the subsurface investigation.

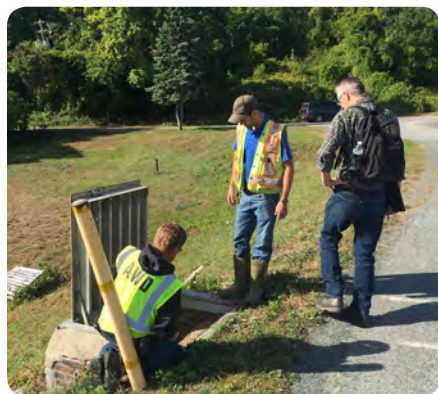
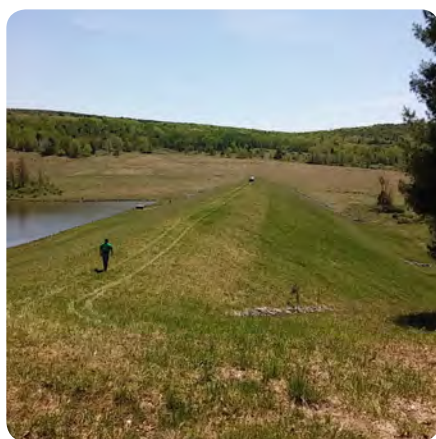
Schnabel has a long history working with Parratt-Wolff on dam projects and relied on their services since 2005. Recent projects with Parratt-Wolff include Rensselaer Lake Dam in Albany, New York, Feura Bush Sludge Lagoon, Round Valley Reservoir in Clinton, New Jersey, and Earp Lake Dam in Clayton, North Dakota.

H2H Associates (H2H) offers geologic, environmental, and mapping services to clients in the public and private sectors. Their team consists of terrestrial and hydrographic mapping professionals, engineers, construction managers, project managers, geologists, hydrogeologists, scientists, environmental professionals and technicians who conduct services throughout the United States. H2H delivers experience, expertise and cost-effective services to public and private sector clients including the NYS Dormitory Authority, NYS Canal Corporation, City of Troy, and countless private organizations. H2H will perform the bathymetric survey on Loughberry Lake.

Schnabel is currently working with H2H on the Conklingville spillway rehabilitation project who are bathymetric and surface mapping services.

McLaren Engineering Group has a 40-year history of providing engineering services for highway and railroad bridges, pedestrian bridges, overpass structures, culverts, retaining walls, and appurtenant structures. With over 200 employees, staff includes skilled civil, geotechnical, structural, marine, and mechanical engineers, licensed underwater inspectors, and construction management specialists. Their professional staff provides expertise in all areas of bridge analysis and design, highway design, rail operations, and construction inspection. Whether the project involves long span river crossings, highway overpasses, railroad bridges, secondary road structures or bridge rehabilitation programs, McLaren can provide the NYSDOT technical and management expertise gained from several NYSDOT projects.

2. Dam Evaluation and Rehabilitation Projects



In the following pages, Schnabel demonstrates our experience with 10 examples of dam evaluation and rehabilitation design projects within the last five years. Each project description includes client and owner contact information, and we have identified key team members who served on this project.

In addition to the required 10 projects, we have included five projects demonstrating our capability and experience required to perform 2D HEC-RAS and 3D FLOW modeling for dams and hydraulic structures.

LOUGHBERRY LAKE DAM

Saratoga Springs, NY

SERVICES

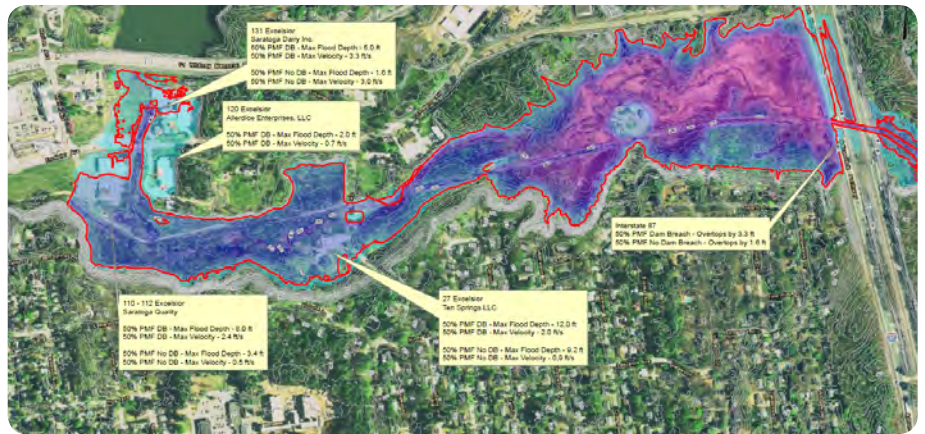
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
H&H Modeling
Inspection and Maintenance Plan
Seepage and Stability Analyses
Spillway Capacity Assessment
2D Hydraulic Modeling

OWNER/CONTACT

City of Saratoga Springs
Timothy Wales, PE
518-587-3550

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Brian Toombs



Loughberry Lake Dam impounds the principal water supply source for Saratoga Springs. It is located within the city limits and is accessed from New York State Route 50, which forms the dam crest. The dam and its appurtenant facilities comprise a 40-foot-high earthen embankment, concrete spillway, 48-inch CMP auxiliary spillway, gated low-level outlet through the principal spillway, and an outlet works tower with water supply gates.

Schnabel provided engineering services to bring the dam into compliance with the current New York State Department of Environmental Conservation (NYSDEC) dam safety regulations and New York Codes, Rules and Regulations (NYCRR) Part 673 Dam Regulations.

Services included:

- **Hazard Class Assessment**
Analysis of the hazard classification based on potential impacts to downstream areas from a dam breach. We also evaluated the ability of the dam to pass the regulated spillway design flow. Results from 2D hydraulic modeling and inundation mapping of dam breach flows were in accordance with NYSDEC Publication DOW TOGS 3.15 – Guidance for Dam Hazard Classification.
- **Engineering Assessment**
Comprehensive EA consistent with NYSDEC Publication DOW TOGS 3.1.4 – Guidance for Dam Engineering Assessment Reports. The EA required dam inspection; hazard class assessment; engineering evaluations for the

watershed hydrology, spillway hydraulics, and embankment stability; and conceptual remedial measures to address identified deficiencies. We also recommended improvements for upstream slope stability and spillway capacity.

- **Emergency Action Plan**
New EAP using inundation mapping developed from 2D hydraulic modeling. Updated notification flowcharts, preparations and responsibilities were included.
- **Inspection and Maintenance Plan**
The IM Plan assists Department of Public Works staff with maintaining dam safety through identification and documentation of ongoing activities.

WILMINGTON DAM

Wilmington, NY

SERVICES

Alternatives Analysis
Cost Estimating
Detailed Rehabilitation Design
Engineering Assessment
Gravity Stability Analysis
Hydrology and Hydraulics
Surveying and Site Explorations

OWNER/CONTACT

Town of Wilmington
Randy Preston
518-946-7179

KEY PERSONNEL

Gregory Daviero
John Harrison
Sharon Krock
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



Constructed in 1937 to provide water for local mill works, Wilmington Dam is a run-of-river, concrete gravity structure spanning the West Branch of the Ausable River. Located in New York State's Adirondack Park, it impounds Lake Everest, which provides residents and tourists with scenic views of nearby Whiteface Mountain and a variety of recreational activities.

In 2016, the town of Wilmington retained Schnabel to perform a variety of services for improvement of the dam including:

- **Engineering Assessment**

Schnabel completed the dam's EA in accordance with NYS TOGS 3.1.4 – Guidance for Dam Engineering Assessment Reports during which we evaluated the dam's hydraulic performance against regulatory criteria and performed a visual and analytical assessment of its structure for design loading

conditions. From our findings we developed recommendations and a rehabilitation concept which was approved and permitted by the NYSDEC Dam Safety Section and the Adirondack Park Agency.

- **Wall Replacement Design**

As part of the regulatory record and as confirmed by our dam safety inspection and EA, the right training wall was severely deteriorated due to freeze-thaw conditions and probable aggregate reactivity to a point where rehabilitation was not feasible. To accommodate site constraints and reduce project costs, our detailed design left the existing wall in place and constructed a new independent wall on the river side of it.

- **Low-Level Drain Improvements**

Previous work by others on the left abutment and low-level drain structure resulted in reduced

drawdown capacity, negatively impacting the town's ability to do dam maintenance. As part of the EA and preliminary design, Schnabel analyzed the hydraulic behavior of alternatives for multiple gate configurations and developed a design to replace the existing gate with a larger one in the same location. The design incorporated enlargement of the low-level outlet conduit to carry increased flows and reinforcement of the low-level structure.

- **Construction Contract**

Detailed design and construction plans and specifications were completed for the wall replacement and low level outlet improvements. Permitted activities through the NYSDEC, USACE, and Adirondack Park Agency are ongoing with a planned spring 2018 construction bid and award.

ALBANY DAM AND WATER SUPPLY PROJECTS

Albany County, NY

SERVICES

Design and Construction
Administration
Embankment Stability Analysis
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
Hydrologic and Hydraulic Modeling
Outlet Works Evaluation
Spillway Capacity Assessment
2D Hydraulic Modeling

OWNER/CONTACT

City of Albany
William Simcoe
518-434-5300

KEY PERSONNEL

Gregory Daviero
John Harrison
Elizabeth Isenstein
Sharon Krock
Scott Raschke
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The Albany Water Board and the city own and operate five water supply dams. Schnabel was initially retained in 2015 to perform various evaluations, design, and state regulatory compliance tasks which are ongoing. Our contract was renewed in 2018. Projects already completed and approved by NYSDEC Dam Safety are:

- **Alcove Dam:** Nearly a half-mile long, the earthen embankment with concrete ogee spillway rises 80 feet above Albany's primary water supply reservoir. Our project scope included dam safety inspection, hazard class assessment, geotechnical exploration with instrumentation, and design of electronic gates and refurbished low-level outlet. Detailed design, bid, and construction services have been provided for this facility.
- **Basic Creek Dam:** This high hazard earthen embankment dam with a concrete uncontrolled ogee spillway spans 900 feet and rises 21 feet above a supplementary water supply reservoir. Our EA incorporated a dam safety inspection, compliance recommendations, and a hazard class assessment. Geotechnical exploration encompassed the embankment, spillway, and bedrock spillway foundation. Schnabel is currently developing alternative design concepts to achieve regulatory compliance.
- **Rensselaer Lake Dam:** For this 350-foot-long, 30-foot-tall earthen embankment impounding an emergency water supply, we have provided emergency assistance with a sinkhole, an EA with dam safety recommendations, and design of the compliant rehabilitation project. Schnabel also completed the comprehensive EA and is currently developing detailed design drawings, specifications and contract documents for the rehabilitation of the dam.
- **Loudonville Reservoir Dam:** The high hazard structure, which serves as a flow balancing reservoir for the water supply system, required an engineering assessment; dam safety inspection; hydrologic and dam breach hydraulic modeling; inundation mapping; hazard class assessment; embankment stability analysis; and spillway capacity and low-level outlet evaluation.
- **Tivoli Dam:** Our hazard class assessment successfully reclassified the dam from intermediate hazard to low hazard. We used HEC-RAS two-dimensional hydraulic modeling to model the Patroon Creek and map the inundated areas.



KINGSTON DAM AND WATER SUPPLY PROJECTS

Woodstock, NY

SERVICES

Alternatives Analysis
Design and Construction
Administration
3D Computational Fluid Dynamics
Emergency Action Plan
Engineering Assessment
Hazard Class Assessment
2D Hydraulic Modeling
Outlet Works Investigations
Risk Management
Seepage and Stability Analyses
Spillway Capacity Assessment

OWNER/CONTACT

Kingston Water Department
Judith Hansen
845-331-0175

KEY PERSONNEL

Gregory Daviero
Brian Crookston
John Harrison
Sharon Krock
Gregory Paxson
Scott Raschke
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The City of Kingston and the Kingston Water Department own and operate four water supply dams that comprise their source water system. Schnabel has been retained to perform various dam and water supply evaluation, design and compliance activities.

- **Cooper Lake Dam & West Dike**
Schnabel is currently designing improvements for an earthen embankment dam with a length of 460 feet and a height of 45 feet which serves as their primary water supply source. The project will meet New York State regulatory requirements for achieving spillway capacity, stability requirements and outlet works and includes a new intake tower and valvehouse for raw water transmission and low level outlet piping. The design also considers long term water supply planning elements including dam raising of the main dam and for future additional water supply storage.
- **Binnewater Reservoir Dam**
Schnabel performed the EA including a hazard class assessment, development of an emergency action plan, and recommendations for corrective measures to address identified deficiencies. The reservoir is an uncovered finished water storage supply which provides system pressure and flow balancing for the water supply system. The dam impounds 12MG at normal

pool elevation. Alternatives for achieving dam safety regulatory compliance include a new emergency spillway to achieve spillway capacity and flattening of the downstream slope of the main dam to meet required factors of safety.

- **Mink Hollow Raw Water Intake Structure Modifications**
Schnabel performed evaluations, design, and construction oversight for additional improvements to the recently reconstructed intake structure. This is the primary source of flow to Cooper Lake. Two additional intake gates, one 5-foot x 3-foot and one 2.5-foot x 3-foot, and a catwalk were added to provide additional intake capacity and improve ease of maintenance. These improvements were identified as part of a comprehensive water supply safe yield evaluation and using computational fluid dynamics to refine design alternatives.

All projects have been approved by the NYSDEC Dam Safety Section.



CHEMUNG COUNTY NRCS**FLOOD CONTROL**

Chemung County, NY

SERVICES

Engineering Assessment
Embankment Stability
Hazard Class Assessment
Outlet Works Evaluation
2D Hydraulic Modeling
SITES Modeling
Spillway Capacity Assessment

OWNER/CONTACT

Chemung County
Jimmie Joe Carl
607-796-2216

KEY PERSONNEL

Gregory Daviero
Scott Raschke
Kevin Ruswick
Brian Toombs
Keith Toombs



Schnabel was retained by the Chemung County Soil and Water Conservation Service to assist with the completion of EAs for five high hazard flood control dams. The dams were originally designed and constructed with the assistance of the National Resource Conservation Service (NRCS) as flood mitigation projects and are currently owned by Chemung County. The five dams are currently regulated by the NYSDEC but were eligible for NRCS funding assistance which requires that the dams be evaluated for NRCS dam safety criteria. Schnabel is currently collaborating with both the NRCS and Chemung County in the development of EAs of

their five dams that will satisfy both NYSDEC and NRCS requirements. This activity allows the county access to the available NRCS funding while concurrently satisfying NYSDEC Dam Safety Regulations as required by NYCRR, Part 673.

The dams were constructed to provide flood control for the Newtown Hoffman Watershed and include Marsh Creek Dam, Park Station Dam, Jackson Creek Dam, Sullivanville Dam, and Hoffman Dam. These dams are earthen embankments that have standard single stage riser principal spillways, and vegetated auxiliary spillways.

The EAs consist of a data review; review of EAPs; dam breach modeling and inundation mapping, spillway capacity, stability, and integrity assessments; embankment stability analyses; low-level outlet analyses; priority ranking risk and population at risk spreadsheets; and EA reports. Five independent EA reports will be submitted by Schnabel to the NYSDEC in compliance with NYCRR.

TIOGA COUNTY NRCS AND NYSDEC DAM ASSESSMENTS

Tioga County, NY

SERVICES

Construction Cost
Dam Safety Inspection
Engineering Assessments
Engineers Opinion of Probable
NRCS Dam Assessment
Opinion of Hazard Classification
Review of Emergency Action Plans
Spillway Capacity Assessment
Stability and Integrity Assessments
Video Inspection

OWNER/CONTACT

Tioga County Soil & Water
Conservation District
Wendy Walsh
607-687-3553

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



The Tioga County Soil and Water Conservation District (TCSWCD) is the owner of the Peltó and Ed Pylkas Dams. These are high hazard (Class C) earthen embankment dams that were constructed under the Soil Conservation Service pilot watershed program to address flood control in the Dean Creek Watershed. As part of ongoing compliance activities, the TCSWCD is tasked with satisfying the recently promulgated NYSDEC dam safety regulations, while concurrently meeting all of NRCS criteria. This activity allows the county access to available NRCS funding for their dam assessments while concurrently satisfying NYSDEC Dam Safety Regulations as required by NYCRR, Part 673.

Schnabel completed dam EA for both the Peltó and Ed Pylkas Dams. Each EA consists of a data review; dam safety inspection; review of EAPs; opinion of hazard classification; submerged and aerated sediment surveys; spillway capacity, stability, and integrity assessments; embankment stability analyses; low-level outlet analyses; priority ranking risk and population at risk spreadsheets; and a dam assessment report. An independent EA report was submitted to both NYSDEC and NRCS for each dam in compliance with NYCRR Part 673 and NRCS Policy and Procedures.

Analyses were performed using a combination of technical tools including SITES and HEC-HMS to conduct the hydrologic modeling for

the dam, as well as to support the dam breach modeling and HEC-RAS for river modeling and development of inundation mapping.

Schnabel was selected based on our significant experience with the assessment, planning, and design of NRCS structures nationwide, our knowledge of the New York State dam safety regulations, our staff's substantial New York State dam experience, and our active involvement in organizations promoting dam safety in New York State and elsewhere.

The assessments were approved by both NRCS and NYSDEC.

MEAD RESERVOIR DAM

Plattsburgh, NY

SERVICES

Geotechnical Explorations
 Hazard Class Assessments
 Hydrologic and Hydraulic Modeling
 H&H Peer Review
 Spillway Capacity Assessment

OWNER/CONTACT

City of Plattsburgh
 Jonathan Ruff
 518-536-7519

KEY PERSONNEL

Gregory Daviero
 John Harrison
 Gregory Paxson
 Kevin Ruswick
 Michael Taylor
 Brian Toombs
 Keith Toombs

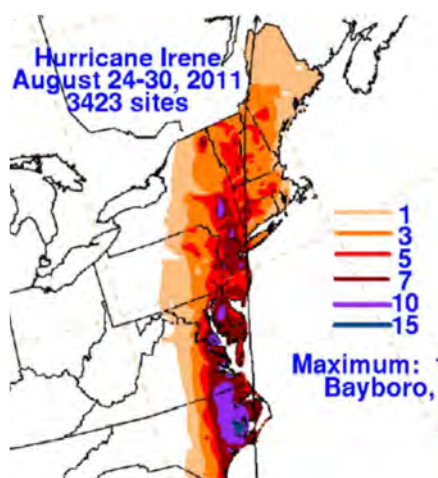


Mead Reservoir Dam is the water supply reservoir located just outside the Adirondack Park boundary. A previous consultant was retained by the city in 2009 to conduct an EA for the Class C dam. An H&H analysis was conducted as part of the EA which concluded that the existing spillway was severely inadequate in terms of spillway capacity. Subsequently the city authorized detailed design services for construction of a new labyrinth spillway system, new spillway chute, a new concrete stilling basin, and replacement of outlet works gates/valves. The project was advertised to bid and all of the contractors' bids came in substantially higher than the engineer's estimate and budget. All bids were rejected and Schnabel was retained to provide a peer review of the previous H&H analyses.

Through Schnabel's peer review, it was determined that the previous analyses used the very conservative SCS unit hydrograph (UH) methodology that has often been

found to overpredict peak flows by two to three times. We developed an independent H&H analysis for the dam including validation of the selected hydrologic parameters through analysis of Hurricane Irene using hourly gridded rainfall data which provided for both spatially and temporally distributed rainfall over the watershed. The results of our modeling matched with observed lake levels, while the SCS methodology estimated peak reservoir elevations substantially higher than observed. We subsequently evaluated the SDF for the dam with the revised hydrologic model, and the results indicated a peak flow of less than half of the previous estimates.

The revised analysis was approved by the NYSDEC resulting in a project cost savings in excess of \$3 million. This will allow a revised rehabilitation project to proceed within the constrained city. Schnabel is currently developing spillway design alternatives to accommodate the revised SDF.



OHIO DNR STATEWIDE DAM SAFETY SERVICES

Multiple Locations, OH

SERVICES

Alternatives Analysis
Bid and Construction Phase
Design Development
Geotechnical Explorations
H&H Modeling
Outlet Works Investigations
Peer Review
Risk Management
Screening Level Risk Assessment
Seepage and Stability Analyses

OWNER/CONTACT

Ohio Department of Natural
Resources
Eric Shafer
614-265-6760

KEY PERSONNEL

Gregory Daviero
Brian Crookston
John Harrison
Sharon Krock
Gregory Paxson
Kevin Ruswick
Michael Taylor
Brian Toombs
Keith Toombs



Schnabel holds a term contract for Statewide Dam Safety Design and Construction Phase Services with the Ohio Department of Natural Resources (ODNR). Similar to NYSDEC, ODNR is both the owner and regulator of state dams. Our contract currently includes the evaluation, design and construction for the rehabilitation of three dams within their state park system; Lake Milton Dam, Hargus Lake Dam, and Lake Logan Dam. The work includes review of recently completed EAs and the advancement of those assessments through design and construction. ODNR intends to complete rehabilitation designs for all three of these dams to address spillway capacity, embankment stability, and/or outlet works deficiencies consistent with the state dam safety regulations. Specific project elements will be finalized using additional field explorations and analyses performed under this contract.

Due to their large potential construction contract values (as well as other economic demands within their portfolio of dams) ODNR wanted to prioritize their expenditures. As an initial step, Schnabel proposed and executed a screening level risk assessment (SLRA). Risk assessment has been used by many state and

federal agencies as a tool to prioritize modifications for a portfolio of dams or a given dam. The SLRA utilized potential failure modes analysis to understand the deficiencies that presented the greatest risk to the state and incorporated consequence estimates, to better compare risks at the three dams. Schnabel's team included a facilitator and geotechnical, H&H, and structural subject matter experts. The SLRA included site visits and workshops with park staff, ODNR project management, and ODNR dam safety representatives. As part of the process, potential failure modes were identified and, for each failure mode, the team estimated probability and a consequences categories, which were plotted on a risk matrix used by agencies for similar risk assessments. A SLRA report summarized the entire process and included recommendations for the prioritization of remedial measures for the three dams.

Schnabel and ODNR are currently advancing the design of a new concrete chute spillway as an interim risk reduction project at Hargus Lake.



**CANNONSVILLE DAM
FERC PART 12 INSPECTION**

Deposit, NY

SERVICES

Dam Safety and Surveillance

Monitoring Report

Emergency Action Plan Reviews

FERC Part 12 Dam Safety Inspection

Potential Failure Modes Analysis

Supporting Technical

Information Document

OWNER/CONTACT

New York City Department of

Environmental Protection

Thomas DeJohn, PE

607-588-6456

KEY PERSONNEL

Gregory Daviero

Michael Taylor

Kevin Ruswick

Brian Toombs

Keith Toombs



Cannonsville Dam is located in the southwestern region of the Catskill mountain range and impounds one of a series of reservoirs supplying drinking water to New York City. Project components are a 175-foot tall embankment dam; an 800-foot-long two-stage spillway; a bedrock side-channel spillway chute; and an 18-foot diameter low-level intake conduit and 12-foot diameter release conduit.

In 2014, New York City was issued a license to construct and operate a hydropower facility at the dam, and although there is currently no hydropower generation installed, the facility is now regulated by FERC. Schnabel was hired by the city's Department of Environmental

Protection (NYSDEP) to conduct the first dam safety inspection at the site completed in accordance with FERC Part 12 regulations.

In addition to the Part 12 inspection report, our scope of services involved preparing FERC required documentation with the Supporting Technical Information Document, a Dam Safety and Surveillance Monitoring Report, and EAP review and initiatives memorandum.

We also conducted and facilitated the first Potential Failure Modes Analysis (PFMA) workshop for the project, during which we developed a series of original potential failure modes for the dam and spillway structures based on an in-depth

review of available information.

These valuable resources included construction records and drawings, previous geologic and engineering studies and technical analyses, and historic site performance, including the presence of a confined artesian groundwater condition within the embankment foundation. The PMFA included Schnabel subject matter experts, key NYCDEP staff, FERC staff, and representatives from NYSDEC Dam Safety Section.

The FERC Part 12 Inspection was successfully submitted in advance of the February 1, 2018 deadline.

NYSDEC DAM INSPECTIONS & ENGINEERING SERVICES

Multiple Locations, NY

SERVICES

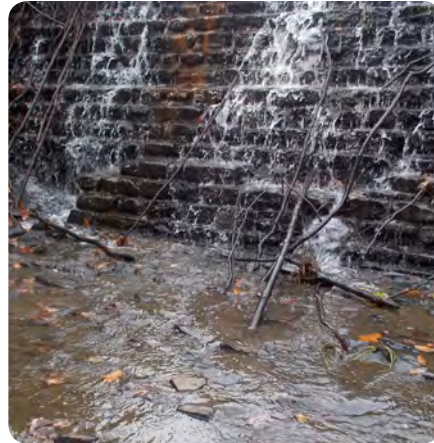
Bridge/Culvert Capacity Assessments
Dam Break Modeling
Hazard Class Screening
Hazard Class Assessments
1D and 2D Hydraulic Modeling
LIDAR Surveys
Spillway Capacity Assessments

OWNER/CONTACT

New York State Department of
Environmental Conservation
Thomas Lincoln, PE
518-402-9084

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick
Brian Toombs



Schnabel was retained by the New York State Office of General Services (NYS OGS) as part of the CHA Consulting, Inc. team for a term contract to provide dam inspections and engineering services in accordance with NYCRR Part 673 on 23 dams owned by NYSDEC.

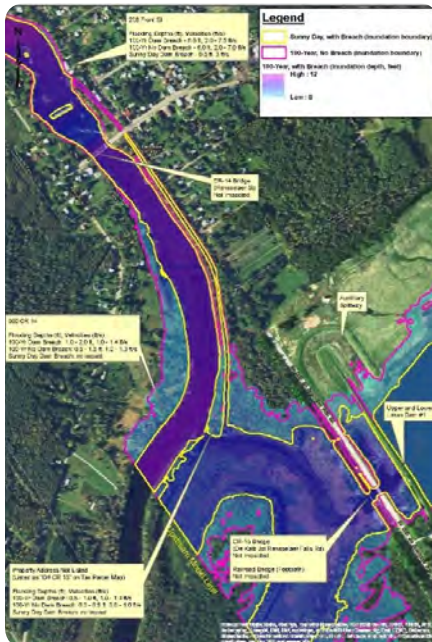
The NYSDEC owns a portfolio of more than 100 dams throughout the state and is working to bring the dams into compliance with the state dam safety regulations revised in August 2009. This initial set of dams represents structures with known deficiencies and/or hazard classification concerns. An overall goal of the project is to perform an assessment of the 23 dams to aid in the prioritization of funding for dam rehabilitation and compliance activities.

Schnabel led the H&H analyses elements of the work including hazard class screenings and formal hazard class assessments. Schnabel's initial work focused on performing hazard class screenings for each of the 23 dams. This work included:

- Review of documents in NYSDEC dam safety files
- Confirmation of dam length and height

- Computation of normal pool and maximum pool storage volumes
- Drainage area delineation
- Screening level dam breach analysis
- USGS StreamStats Flow Analysis
- Downstream drainage structure capacity analysis
- Review of aerial imagery and topographic mapping for structures downstream from each dam

The results of the hazard class screening were intended to determine if adequate information exists to confirm the hazard classification of each dam. The approach is to provide a semi-quantitative application of the NYSDEC's recent document, DOW TOGS 3.1.5 – Guidance for Dam Hazard Classification. For those dams where uncertainty is found in establishing an appropriate hazard classification, more detailed surveying, dam breach modeling, and mapping were performed to support a more detailed assessment of the hazard classification. This overall approach allows the dam owner to cost effectively apply available funding to those dams with the greatest potential risk to the downstream population.



BAKER RIVER HYDROELECTRIC PROJECT

Skagit County, WA

SERVICES

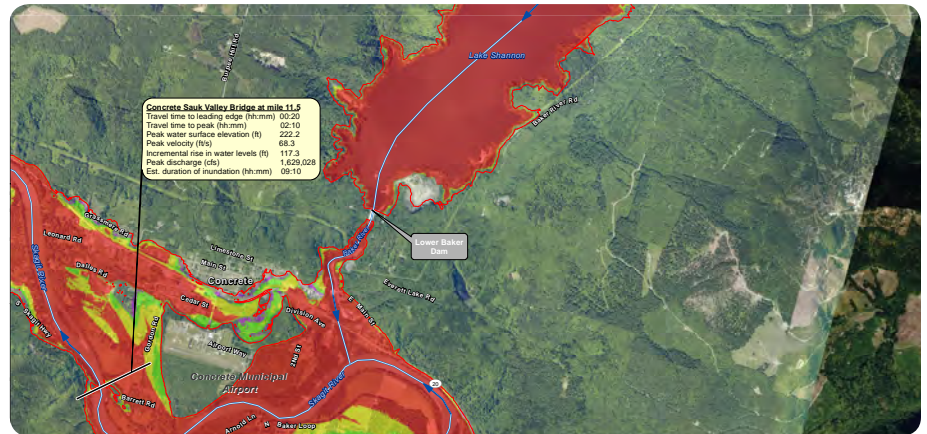
Dam Break Analysis
Flood Inundation Mapping
Hydrologic and Hydraulic Analysis
2D Hydraulic Modeling

OWNER/CONTACT

Puget Sound Energy
John Chandler
888-225-5773

KEY PERSONNEL

Kevin Ruswick



The Baker River Hydroelectric Project consists of three high hazard dams: Upper and Lower Baker Dams, and the West Pass Dike, which are located on the Baker River in the Skagit River Valley, Washington. The Upper Baker Dam Development includes a concrete gravity dam with a gated spillway, a concrete intake structure, three dikes (West Pass, Auxiliary, and Depression Lake Dikes), a water recovery pumping station, two penstocks, a powerhouse, and downstream fish passage facilities. The Lower Baker Dam Development includes a concrete arch dam with a gated spillway, a concrete intake structure, a power tunnel, a penstock, a surge tank, two powerhouses, and upstream and downstream fish passage facilities.

In 2017, Schnabel performed breach modeling and flood inundation mapping. This included the development of a 2D HEC-RAS model extending about 62 river miles downstream of Upper Baker Dam to the Skagit and Padilla Bays. The model accounted for the widening and 2D flow characteristics of the downstream valley, which included multiple bridges and levee systems. In addition to the Sunny Day and Probable Maximum Flood breach scenarios as required by FERC.

Schnabel modeled five additional scenarios to estimate flooding conditions that could result from more frequent storms and to consider gate operations. The inundation maps were developed for use by emergency responders and provided estimated

flood depths, velocities and timing of breach flood waves.

As part of the flood inundation mapping project, Schnabel developed a reservoir routing and gate operations HEC-ResSim model. Since Upper Baker Dam is regulated for flood control for part of the year, the HEC-ResSim model was used to estimate the regulated outflows during large storms. The results of the HEC-ResSim model were incorporated into the HEC-RAS model.

WINOOSKI RIVER BASIN

Multiple Locations, VT

SERVICES

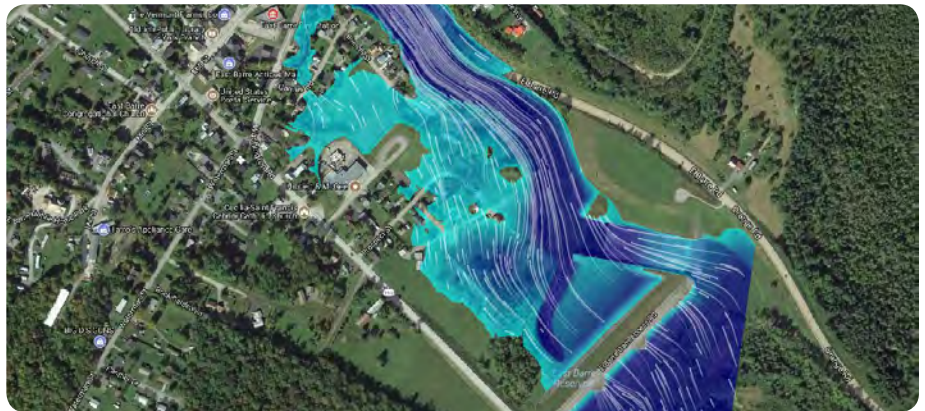
Dam Break Analysis
Flood Inundation Mapping
Hydrologic and Hydraulic Analysis

OWNER/CONTACT

Vermont Department of
Environmental Conservation
Chris Rottler
802-461-6051

KEY PERSONNEL

Gregory Daviero
Elizabeth Isenstein
Kevin Ruswick



Schnabel was retained by the Vermont Department of Environmental Conservation to perform a breach analysis for the East Barre and Wrightsville Dams; two high hazard flood control dams in the Winooski River Basin. The dams were originally designed by USACE after a major flood in Montpelier and surrounding areas caused massive damage in 1927, and were constructed by the Civilian Conservation Corps in the early 1930's. Schnabel is collaborating with the Vermont Department of Environmental Conservation Dam Safety Program to analyze potential downstream flooding that could arise from a dam failure during fair-weather (Sunny Day) conditions as well as under significant precipitation events. Schnabel utilized an integrated 2D hydraulic model that will include the two flood control dams as well

as major bridges and run-of-river dams along the Winooski River. The analysis encompasses the entire 1,060 square mile Winooski River Basin and the breach analyses extend to the confluence with Lake Champlain.

Wrightsville and East Barre dams are earthen embankments built with a stone slope protection. Wrightsville Dam stands at 115 feet high and 1,525 feet long with a 155-foot-long spillway, while East Barre Dam is 65 feet high and 1,460 feet long with a 100-foot-long spillway.

The analyses included a review of previous hydrologic and hydraulic studies - comparing previous model results with current model results, field reconnaissance including East Barre and Wrightsville dam inspections and review of bridges and dams in the downstream floodplain, development and calibration of a HEC-HMS

hydrologic model, development of an 2D HEC-RAS hydraulic model, dam breach analyses under rainy day and sunny day scenarios, and inundation mapping. The 2D hydraulic model approach was selected due to the complex riverine and floodplain conditions downstream from the large flood control dams and to best take advantage of the recent high resolution (0.7m) LiDAR based Digital Elevation Model (DEM) available for the watershed. The new inundation mapping is overlain on high resolution aerial imagery and the color coded depth of flooding inundation mapping provides represents a significant advancement in providing potential dam breach flood information to emergency responders.

TIVOLI LAKE DAM

Albany, NY

SERVICES

Dam Break Analysis
Flood Inundation Mapping
Hazard Class Assessment
Hydrologic and Hydraulic Analysis

OWNER/CONTACT

City of Albany
William Simcoe
518-434-5300

KEY PERSONNEL

Gregory Daviero
Kevin Ruswick



Schnabel performed a detailed hazard class assessment for the City of Albany's Tivoli Lake Dam successfully reducing the dam's hazard classification from intermediate hazard (NYS Class B) to low hazard (NYS Class A). Tivoli Lake Dam is the central feature of the Tivoli Lake Preserve, a public park within the city. The dam was originally constructed across Patroon Creek as part of the city's water supply system circa 1851. Due to significant sedimentation and expense in maintaining Tivoli Lake, the reservoir was taken out of service as part of the water supply infrastructure circa 1890. Subsequently, a 72-inch vitrified block storm sewer was installed circa 1927 to convey Patroon Creek through the Tivoli Lake Preserve, effectively bypassing base flow around Tivoli Lake and the dam.

As part of an EA for the another one of Albany's dam upstream, Schnabel developed a detailed hydrologic model of the watershed using HEC-HMS and a detailed hydraulic model of the Patroon Creek using HEC-RAS. The Patroon Creek modeling extended from the upstream Rensselaer Lake Dam downstream 7 miles to the confluence with the Hudson River. Through this reach, Patroon Creek flows through a densely urbanized region with more than 20 culverts, including the 72-inch Tivoli Lake Bypass which is nearly 2,500 feet in length. Due to the complex network of open channels, hydraulic structures, and potential for overland flows, the new HEC-RAS 2D hydraulic model application was utilized to represent the Patroon Creek channel and floodplain. The small tributary area

and Tivoli Lake discharges combine with the Patroon Creek downstream of the bypass and continue to its confluence with the Hudson River. As part of this project, Schnabel refined the 2D hydraulic model downstream of Tivoli Lake with a finer grid resolution and field measurements to support a hazard class assessment. The comprehensive hazard class assessment was performed in accordance with the NYSDEC Division of Water Technical Operations and Guidance series document (DOW TOGS 3.1.5), Guidance for Dam Hazard Classification and included modeling and mapping of various wet weather and sunny day dam break scenarios to establish the impacts of its failure.

NORTH FORK DAM SPILLWAY UPGRADE

Asheville, NC

SERVICES

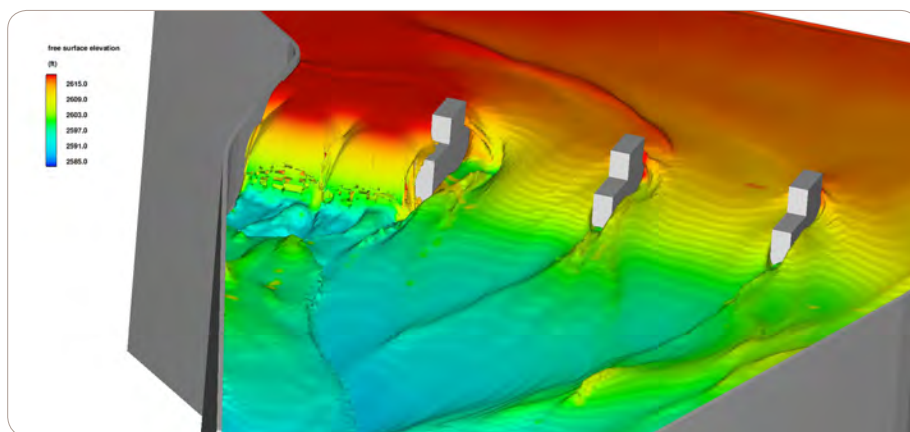
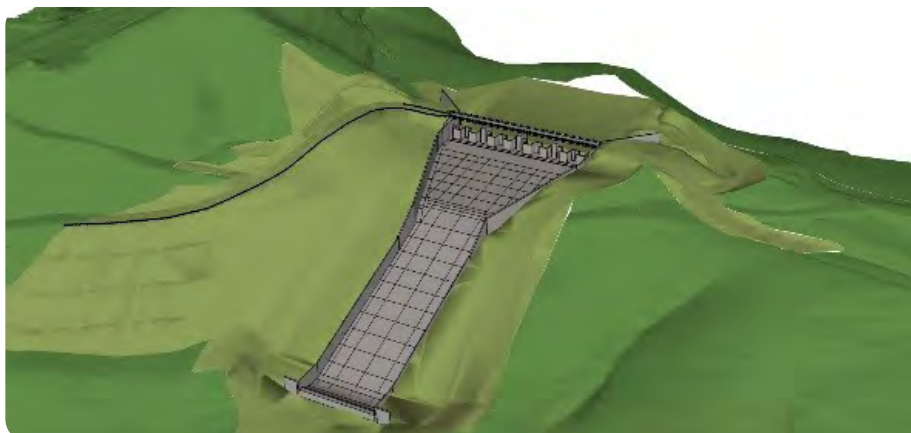
3D Hydraulic Modeling
Construction Observation
Geotechnical Engineering
Hydraulics and Hydrology
Inspections
Spillway Design

OWNER/CONTACT

City of Asheville
Stephen Shoaf
828-259-5955

KEY PERSONNEL

Brian Crookston
Sharon Krock
Greg Paxson
Brian Toombs



Schnabel has provided ongoing dam engineering services for the North Fork Dam for over 20 years, including the following hydrology and hydraulics tasks:

- Hydrologic analysis to model flood runoff from the watershed for “return period” storms and the probable maximum flood.
- Detailed flood studies to evaluate operations at the dam on downstream flooding along the Swannanoa River through the city of Asheville.
- Dam breach analysis and development of inundation maps for various failure scenarios.
- Preparation of EAP and facilitation of EAP tabletop exercises in 2009 and 2016.

In 2015, Schnabel began engineering services to upgrade North Fork Dam to meet dam safety requirements.

This included an evaluation of spillway capacity upgrading alternatives and selection of the Hydroplus Fusegate system as an auxiliary spillway. The evaluation and design included:

- Incorporating a site specific PMP model into the proposed modifications, significantly reducing the design flood. Performed storm distribution modeling and hydrologic analysis.
- Development of a rating curve for the Fusegate system and modeling various flood scenarios to estimate frequency of tipping of the Fusegates and development of a Fusegate tipping plan.
- Computational Fluid Dynamics (CFD) modeling of the Fusegate

system for various tipping scenarios. This included modeling the crest control, converging chute spillway, and flip bucket outlet for the concrete chute.

- Design of the new concrete chute auxiliary spillway.
- Evaluation of the existing chute spillway related to hydraulic issues (cavitation, slab jacking, etc.) and design of a concrete overlay.
- Evaluation of current primary spillway gated operations plans for various flood frequency events and development of a strategy to reduce reliance on gates and the associated risk of inadvertent releases. Ultimately, the three large Tainter gates will be replaced with a fixed crest weir and single, smaller Obermeyer crest gate to reduce these risks.

PALMER POND DAM

North Hudson, NY

SERVICES

Hazard Class Assessments
Hydrologic and Hydraulic Modeling
2D Hydraulic Modeling

OWNER

New York State Department of
Environmental Conservation

CLIENT CONTACT

C.T. Male Associates, PC
Jim Houston
518-786-7400

KEY PERSONNEL

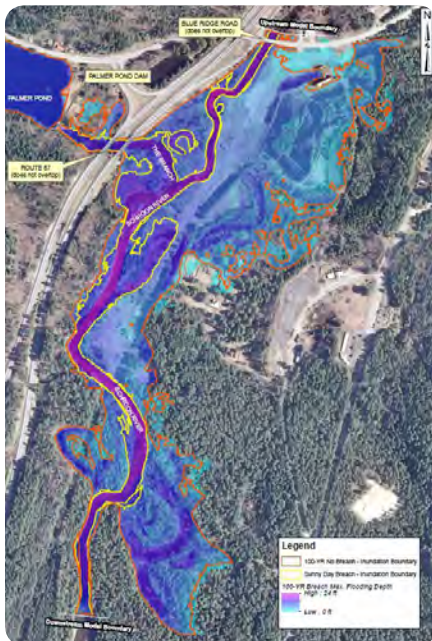
Gregory Daviero
Kevin Ruswick



Schnabel performed 2D hydraulic modeling for multiple dam breach scenarios to support C.T. Male Associates and the NYSDEC in their evaluation of a proposed campground and equestrian (visitor) center that would serve as a gateway to the Adirondacks to be located at the site of the abandoned Frontier Town theme park. Palmer Pond Dam is a 1920s era 35-foot tall, 200-foot-long concrete gravity dam that impounds The Branch, a tributary to Schroom River. The dam is located 500 feet upstream of Interstate I-87 and the project site and 1,300 feet upstream of the confluence with the Schroom River. Hydraulic modeling of The Branch and Schroom River was performed using 2D HEC-RAS and included simulations for both the sunny day and 100-year dam breach conditions. Detailed inundation mapping was performed on high resolution LiDAR derived topography overlain with detailed aerial photography. The

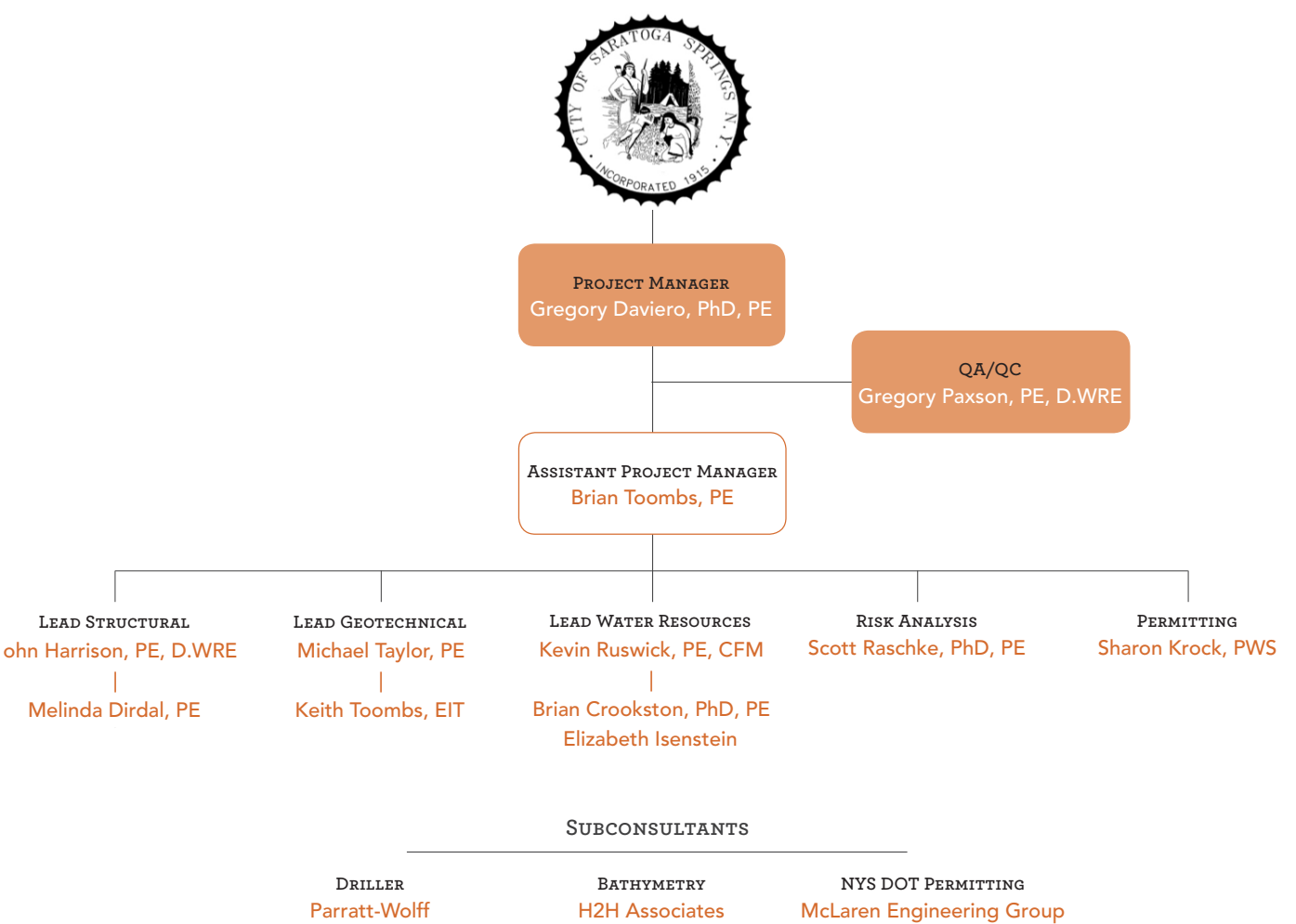
inundation mapping illustrated the potential downstream impacts based on inundation depth, velocity, and was used to assess the flood severity categories defined by FEMA Guidance Document 14.

The potential impacts from a failure of Palmer Pond Dam were a concern for the development and Schnabel's hydraulic modeling helped inform design decisions and confirmed that the site would not be impacted by a dam failure and that the existing Class A, low hazard, designation was still appropriate for the dam.



3. Project Team

Schnabel has assembled a team of professionals, with each discipline leader having more than 10 years of experience in dam safety, design, and evaluation experience. The team will be led by Gregory Daviero, PhD, PE, who will serve as project manager and be supported by Brian Toombs, PE, assistant project manager. Resumes for key engineering staff are presented following the summary matrix.



Below is a summary matrix that illustrates the project examples cross referenced to our proposed staff. Our proposed team has extensive project experience and extensive experience working together.

Summary Matrix

| | | Loughberry Lake Dam | Wilmington Dam | Albany Dam and Water Supply Projects | Kingston Dam and Water Supply Projects | Chemung County Dams | Tioga County Dams | Mead Reservoir Dam | Ohio DNR Statewide Dam Safety Services | Cannonsville Dam | NYSDEC Dam Inspections | Baker River Hydroelectric Project | Winooski River Basin | Tivoli Lake Dam | North Fork Dam | Palmer Pond |
|-------------------------------|--------------------------|---------------------|----------------|--------------------------------------|--|---------------------|-------------------|--------------------|--|------------------|------------------------|-----------------------------------|----------------------|-----------------|----------------|-------------|
| Schnabel Staff | Gregory Daviero, PhD, PE | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | | ● | ● | | ● |
| | Gregory Paxson, PE, DWG | | | | ● | | | ● | ● | | | | | | ● | |
| | Brian Toombs, PE | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | | | | ● | |
| | John Harrison, PE DWG | | ● | ● | ● | | | ● | ● | | | | | | | |
| | Michael Taylor, PE | | ● | ● | ● | | ● | ● | ● | ● | | | | | | |
| | Keith Toombs, PE | | ● | ● | ● | ● | ● | ● | ● | ● | | | | | | |
| | Kevin Ruswick, PE | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | | ● |
| | Brian Crookston, PhD, PE | | | | ● | | | | ● | | | | | | ● | |
| | Elizabeth Isenstein | | | ● | | | | | | | | | ● | | | |
| | Scott Raschke, PhD, PE | | | ● | ● | ● | | | | | | | | | | |
| | Sharon Krock, PWS | | ● | ● | ● | | | | ● | | | | | | ● | |
| Parratt-Wolff (subconsultant) | | | | ● * | ● | | | ● | | | | | | | | |

* Work includes Alcove, Basic Creek, and Rensselaer Lake Dams

Gregory J. Daviero, PhD, PE

PROJECT MANAGER



EXPERTISE

Dam Engineering and Hydraulic Design

EDUCATION

Doctorate, Civil Engineering (Environmental Fluid Mechanics and Water R, Georgia Institute of Technology

Master of Science, Civil Engineering, The Pennsylvania State University

Bachelor of Science, Civil Engineering, The Pennsylvania State University

REGISTRATIONS

Professional Engineer / NY

AFFILIATIONS

ASDSO, NYSAWWA, NYWEA

YEARS WITH SCHNABEL/TOTAL

5/25

Greg Daviero is a Principal in the Clifton Park, New York, office where he supports a New York State portfolio of clients in the water, wastewater, and dam engineering market areas. Greg has applied his expertise to a wide range of water resource engineering, design, and hydraulic and hydrologic analyses for the benefit of state, federal, municipal, and industrial clients. This experience includes flood control evaluations, dam break analyses, hazard classification assessments, incremental analyses, spillway and hydraulic structure capacity evaluations and design, and low level outlet evaluations and designs. He has been responsible for developing Inspection and Maintenance Plans, Emergency Action Plans, and Engineering Assessments for numerous clients throughout New York State.

He is a member of the Education Committee in the New York State Chapter of the American Water Works Association and is the lead developer and instructor for the Fundamentals of Dam Safety training courses and Fundamentals of Hydraulics course. He is also a member of the Association of State Dam Safety Officials and the New York State Water Environment Association (NYWEA), and is a frequent presenter at their national and regional conferences. Greg is also an Adjunct Professor at Rensselaer Polytechnic Institute where he teaches Applied Hydrology and Hydraulics.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessments / Saratoga Springs, NY

Project manager for the engineering assessment of Loughberry Lake Dam, an earthen embankment water supply dam dating back prior to 1880's. The dam now includes a 4-lane arterial highway located along its crest. The work included a detailed 2-Dimensional (2D) dam breach hydraulic model to aid in a hazard class assessment for the dam confirming a suspected increase in the hazard class of the dam from Class B – Intermediate Hazard to Class C – High Hazard. A detailed hydrologic model of the watershed subsequently concluded that the existing spillway did not have adequate capacity to convey the 50% PMF storm event that is required for High Hazard dams in New York State and the dam would overtop by several feet during that storm event. Alternatives were developed to increase spillway capacity to bring the dam into regulatory compliance.

Albany Dam and Water Supply Projects / Albany County, NY

Project Manager for the Engineering Assessments and follow-up designs and investigations for five dams owned and operated by the Albany Water Board; Alcove Reservoir, Basic Creek, Rensselaer Lake, Tivoli Lake, and Loudonville Reservoir Dam. Detailed hydrologic and hydraulic analyses using HEC-HMS and HEC-RAS 2D were performed to assess hazard classification, spillway capacity and to support the development of dam break inundation mapping. Site specific geotechnical explorations were performed for the Alcove, Basic, and Rensselaer Lake Dams. Conceptual rehabilitation concepts were prepared for Basic Creek and Rensselaer Lake Dams. Construction Administration services are being provided for the

Gregory J. Daviero, PhD, PE

PROJECT MANAGER

implementation of the the detailed design for the replacement of the Alcove Reservoir water supply and low level water control gates. We are also currently preparing detailed design documents for the rehabilitation of Rensselaer Lake Dam.

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Project Officer responsible for the engineering assessment (EA) and rehabilitation design of the Class B concrete run-of-river dam located in northern New York. Project elements include completing a comprehensive EA for submittal to New York State Department of Environmental Conservation (NYSDEC) and detailed rehabilitation design of the right spillway training wall. The project also includes design of modifications to increase flow capacity of the existing low-level drain structure to aid with reservoir drawdown to facilitate routine operation and maintenance activities at the dam by town personnel.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Project Manager for the FERC Part 12 Inspection for New York City Department of Environmental Protection's (NYCDEP) Cannonsville Reservoir Dam. Cannonsville Reservoir is one of four water supply sources in the Delaware River watershed constructed by the NYCDEP. The dam is comprised of an earthen embankment that is 2800 feet in length and has a maximum height of 175 feet. The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. FERC subsequently authorized the license in 2014 and assumed regulatory jurisdiction of the dam. Schnabel was retained in 2016 to perform the first FERC Part 12 Dam Safety Inspection. Greg served as a core team member for the Potential Failure Modes Analysis workshop and is directing the resources of the Schnabel's Independent Consultant as well technical experts in Hydraulics and Hydrology and Geotechnical Engineering.

City of Kingston, Dam Safety Evaluations, Designs, and Water Supply Improvements / Ulster County, NY

Project Manager for the Engineering Assessment (EA) and design for the Cooper Lake Dam Improvements. Design alternatives were evaluated for spillway capacity improvements, stability improvements, and outlet works repair and replacement including consideration of raising the normal pool up to five feet. Project also included development of a safe yield model. Alternatives were evaluated based on preliminary design development and opinions of construction costs for combinations of project elements. The Copper Lake dam rehabilitation detailed design is currently ongoing. Previously responsible for studies, EAs, designs, and construction oversight for three other dam safety and water supply projects for the Kingston Water Board. Dam Safety regulatory compliance activities included Dam Safety Inspections, Hazard Class Assessments, EAs, EAPs, and Inspection and Maintenance Plans for Cooper Lake Dam (high hazard), Reservoir No. 2 Dam (high hazard), and Binnewater Reservoir Dam (intermediate hazard). Responsible for overall technical, financial, and client and subcontractor contractual items.

Mead Reservoir Dam / City of Plattsburgh, NY

Project Manager for the comprehensive hydrologic and hydraulic evaluation of Mead Reservoir Dam, the primary water supply for the City of Plattsburgh. A value engineering type of analyses was performed on work done by another engineer which identified an elementary technical approach which lead to an over prediction in the spillway design flood and an unnecessarily oversized spillway capacity upgrade. Revised hydrologic analyses were performed and results were calibrated to a historic storm in August 2011 (Hurricane Irene). The revised hydrologic model resulted in significant reductions in peak flows during the regulatory Spillway Design Flood. Pending approval of the revised hydrologic analysis, the extent and cost of spillway rehabilitation will be substantially reduced. This change will result in reduction of over \$3M dollars in construction cost. Schnabel also performed a peer review of the previous geotechnical evaluations for the dam and implemented a geotechnical exploration program on the embankment and coring of the concrete spillway and chute.

Gregory S. Paxson, PE, D.WRE

QA/QC



EXPERTISE

Dam Evaluation and Design; Hydraulic Structures, Dam and Spillway Rehabilitation; Hydraulic and Hydrologic Analyses, Dam Safety

EDUCATION

Master of Science, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
University of Delaware

REGISTRATIONS

Professional Engineer / VA, DE, NH, NJ, MD, MI,
OH, PA, ND

Diplomate, Water Resources Engineer
(ASCE AAWRE)

AFFILIATIONS

ASDSO: Vice Chair, Advisory Committee,
Chair, Guidance for Dam Safety Reviews of
Engineering Design Task Force, Conference
Planning Committee

USSD: Vice Chair, Hydraulics of Dams
Committee

FEMA: Steering Committee, Training Aids for
Dam Safety

ASCE

IAHR

YEARS WITH SCHNABEL/TOTAL

23/24

Greg Paxson is Schnabel's National Practice Leader for Dams. He is an expert in the analysis and design for dam engineering projects, including evaluation and upgrading of existing dams, and the design of new dams. Specific experience includes hydrologic and hydraulic analyses, hydraulic structures, labyrinth spillways, roller compacted concrete, gravity dam stability analysis, and dam rehabilitation design. He has performed and led assessments, evaluations, analyses, and design for more than 100 dams. He has authored or co-authored more than 40 technical papers, mostly on dam rehabilitation and H&H.

Greg has participated in potential failure modes and risk analyses for dam projects, including facilitating a recent screening level risk assessment for three high hazard dams in Ohio. He has worked and coauthored papers with world renowned experts in risk analysis for dams. Through his experience in managing the 2013 and 2016 peer reviews of the USACE Dam Safety Program, he has significant experience with dam portfolio risk prioritization, which USACE has been implementing for their 700 dams over the past 10 years.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources (ODNR), Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Engineer of Record for the evaluation and conceptual rehabilitation designs for three high hazard earth dams. Facilitator for a screening level risk assessment (SLRA) to assist ODNR in the prioritization of rehabilitation measures to address dam safety deficiencies at the dams. The week long workshop included evaluation of potential failure modes and estimating risks for each failure mode based on expert elicitation, applying procedures developed and used by federal agencies, including the Bureau of Reclamation and USACE. The results of the SLRA were used to identify data gaps, develop exploration programs, and prioritize design for rehabilitation of the dams.

USACE Louisville Indefinite Delivery Contract for Type II Independent External Peer Reviews (IEPR)/Safety Assurance Reviews (SAR) / Locations Nationwide

Project Manager for the 2013 and 2016 peer reviews of the USACE Dam Safety Program, which included managing a panel charged with review of the program with regard to organization and management, policies, risk management, program implementation, and technical expertise. Responsible for working with the panel, compiling the IEPR report, and presenting the findings and recommendations to USACE senior leadership and numerous key dam safety staff.

North Fork Dam Spillway and Seismic Upgrades / City of Asheville, Black Mountain, NC

H&H Task Leader for the design of measures to provide additional spillway capacity for this high hazard dam. The selected alternative includes a new auxiliary spillway equipped with 16-foot-high Hydroplus Fusegates. The design incorporated at site

Gregory S. Paxson, PE, D.WRE

QA/QC

specific probable maximum precipitation study and updated hydrologic modeling. The construction of the auxiliary spillway presented an opportunity to replace the existing gated primary spillway with a fixed crest weir, reducing the owner's reliance on the gates and reducing risks related to uncontrolled releases. The new auxiliary spillway includes a converging concrete chute and flip bucket, with estimated velocities of over 80 feet per second.

National Park Service Levee Risk Screenings / Various Locations

Subject Matter H&H Expert in three levee risk workshops to assist the National Park Service (NPS) in prioritizing evaluations and repairs of levees nationwide. In addition, the risk workshops and screenings served as a pilot study to evaluate the evolving NPS methodologies and compare with established methodologies included in the USACE Levee Screening Tool. The workshops included participants from both NPS and USACE.

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Engineer of Record. Project includes the design and construction administration for the rehabilitation of this 55 billion gallon pumped storage reservoir that is part of a system supplying raw water to more than 1.5 million residents of central New Jersey. Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction administration services, and project risk evaluation and management for the rehabilitation of all three embankment dams. Also includes rehabilitation of ancillary infrastructure, including: building and security improvements; two intake towers; and dredging of tower intakes to restore gate functionality.

US Fish and Wildlife Service (FWS) Dam Safety Program Consultant / Nationwide IDIQ Contract

Lead Inspector and Project Manager for several of Schnabel's Task Orders as a subconsultant to provide engineering services for dams owned by the FWS. Led a risk assessment of Umbarger Dam to evaluate a single potential failure mode. Additional studies at Umbarger Dam included an evaluation of the flood damage reduction provided by the dam to the downstream community. The H&H studies also included a breach analysis and development of inundation mapping to support consequence estimates and for updates to the EAP. Ongoing work for Umbarger Dam included updating risk assessments performed by the Bureau of Reclamation based on more detailed analyses and data. Greg is leading the design of upgrades to the dam to address a potential failure mode related to overtopping damage to the RCC armoring.

George B. Stevenson Dam Rehabilitation / Cameron County, PA

Project Manager for an engineering assessment, geotechnical analysis, H&H analysis, evaluation of alternatives, and design for rehabilitation of this 166-foot-high zoned earth dam embankment. Served as the facilitator of a risk assessment for the potential failure mode related to heave and piping. The assessment utilized the results of the subsurface exploration program, piezometer levels during the controlled pool raise, and the procedures used by USACE and Reclamation related to internal erosion and piping risks. The risk assessment led to the conclusion that the risk related to this failure mode was not credible. This result justified that previously recommended grouting of the foundation was not required, resulting in savings of an estimated \$5 to \$10M in construction costs.

Brian Toombs, PE

ASSISTANT PROJECT MANAGER



EXPERTISE

Dam Engineering, Geotechnical Engineering,
Project Management, Construction Oversight
and Resident Engineering

EDUCATION

Master of Science, Geotechnical Engineering,
University of Massachusetts Amherst
Bachelor of Science, Civil and Environmental
Engineering, University of Massachusetts
Amherst
Bachelor of Arts, English, Gordon College

REGISTRATIONS

Professional Engineer / MA, NY

AFFILIATIONS

ASDSO, PMI

YEARS WITH SCHNABEL/TOTAL

4/8

Brian Toombs has extensive experience partnering with clients to develop geotechnical and dam engineering solutions for projects in the private, municipal, and federal infrastructure sectors. Brian routinely provides analysis, design, and project management for the full range of project phasing, from initial site evaluation and conceptual layout through detailed design and construction. As many clients face the increasing challenge of managing and maintaining their aging critical infrastructure, Brian utilizes his keen eye for detail to piece together the history of these complex sites and structures to assist clients in understanding project priorities and risks and make informed decisions. As a member of Schnabel's dams engineering group, Brian has provided assessment and design for numerous dams, and has a strong knowledge of the regulatory requirements for dam owners in New York State and New England.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessment / Saratoga Springs, NY

Geotechnical Engineer. Provided geotechnical and dam safety engineering services for the EA of the high-hazard earthen embankment with original construction thought to date to pre-1880 and now with a 4-lane arterial highway located along the dam crest. Reviewed and interpreted NYSDEC and NYSDOT documentation for the dam, selected geotechnical parameters for embankment stability analysis and liquefaction screening, and developed conceptual-level design alternatives and cost estimates for the proposed rehabilitation to bring the dam into compliance with NYSDEC regulations. Prepared a new EAP and inspection and maintenance (I&M) manual.

Mead Reservoir Dam / Plattsburgh, NY

Project Manager/Geotechnical Engineer. Provided geotechnical and design engineering services during the geotechnical and structural site explorations, alternatives analyses for the assessment of the dam embankment, and rehabilitation design of the concrete spillway and chute structure of the high-hazard structure. Responsible for geotechnical and structural elements during the alternatives analysis including development concept design drawings and estimates of potential construction costs.

FERC Part 12 Inspection for Cannonsville Dam / Delaware County, NY

Assistant Project Manager/Geotechnical Engineer. In 2014, New York City was issued a license to construct and operate a hydropower facility at Cannonsville Dam, which impounds one of a series of upstate reservoirs supplying drinking water to the city. Schnabel was hired by the city to provide independent consultant services for the first FERC Part 12D Inspection for the dam, with additional activities including a PFMA workshop, development of the STI Document, and updates to the DSSMP. Conducted the Part 12D Inspection, served as a member of the PFMA core team, and co-authored the PFMA Report. Currently, providing project management with monthly progress reports, project tracking and schedule updates.

Brian Toombs, PE

ASSISTANT PROJECT MANAGER

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Project Manager/Design Engineer. Responsible for project management and design for the engineering assessment (EA) and rehabilitation design of the Class B concrete run-of-river dam. Project elements include completing an EA for submittal to New York State Department of Environmental Conservation and detailed rehabilitation design of the left spillway training wall. The project also includes design of modifications to increase flow capacity of the existing low-level drain structure to facilitate routine operation and maintenance activities at the dam by town personnel.

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Geotechnical Engineer/Task Manager. Provided project coordination and geotechnical engineering for the evaluation and rehabilitation design of three Class 1 (high hazard) dams. Responsibilities included review of historic information and previous engineering studies, and planning and execution of a comprehensive, multi-disciplinary field exploration program targeted at potential failure modes and data gaps derived from the findings of Schnabel's screening level risk assessments for each dam. Methodologies included geotechnical drilling and in situ testing, traditional topographic and structural land survey, geophysical explorations, and bathymetric mapping and underwater scanning of the upstream slopes and submerged structures. Supervising preparation of the geotechnical data reports and subsequent engineering analysis and recommendations to provide ODNR with a clear set of activities to bring each dam into compliance.

New York State Department of Environmental Conservation Dams (NYSDEC) Hazard Screenings / Multiple Locations, NY

Completed the hazard class screenings of 14 dams owned by the NYSDEC in an effort to provide a risk-based prioritization for application of funding for rehabilitation and dam safety compliance activities for state owned dams.

NRCS Tioga County Dams Engineering Assessments / Tioga County, NY

Geotechnical Engineer. Responsible for the geotechnical engineering elements of the NYS and NRCS EAs for Peltó Dam and Ed Pylkas Dam, two high-hazard flood control dams constructed by NRCS. Tasks performed included review of existing data, dam safety inspections, slope stability and seepage evaluations, sediment thickness assessments, and the development of conceptual rehabilitation alternatives and associated costs based on the findings of the EA.

Albany Dam and Water Supply Projects / Albany County, NY

Assistant Project Manager for the Engineering Assessments and follow-up designs and investigations for five dams owned and operated by the Albany Water Board. Site specific geotechnical explorations were performed for the Alcove, Basic, and Rensselaer Lake Dams. Conceptual rehabilitation concepts were prepared for Basic Creek and Rensselaer Lake Dams. Construction Administration services are being provided for the implementation of the detailed design for the replacement of the Alcove Reservoir water supply and low level water control gates.

City of Kingston, Dam Safety Evaluations, Designs, and Water Supply Improvements / Ulster County, NY

Assistant Project Manager for the Engineering Assessment (EA) and design for the Cooper Lake Dam Improvements. Design alternatives were evaluated for spillway capacity improvements, stability improvements, and outlet works repair and replacement. Alternatives were evaluated based on preliminary design development and opinions of construction costs for combinations of project elements. The Copper Lake dam rehabilitation detailed design is currently ongoing.

John P. Harrison, PE, D.WRE

LEAD STRUCTURAL ENGINEER



EXPERTISE

Hydraulic Structures, and Dam Evaluation and Design

EDUCATION

Master of Civil Engineering, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
Villanova University

REGISTRATIONS

Professional Engineer / GA, NJ, PA, VA

Diplomate, Water Resources Engineer
(ASCE AAWRE)

CERTIFICATIONS

OSHA: Confined Space Operations/Safety,
Hazardous Materials

AFFILIATIONS

ASCE, ASDSO

YEARS WITH SCHNABEL/TOTAL

24/28

John Harrison is an expert in the inspection, analysis, design, independent review, and construction inspection for new dam and dam rehabilitation projects. He serves as Technical Leader for dam design in the firm's West Chester office and as an independent structural design resource. John's areas of expertise include structural analysis and design, and hydrologic/ hydraulic analysis.

John has developed a spreadsheet program for global stability and structural design of spillway chutes and walls. The program graphically displays input geometry, distributed loads, point loads and foundation reaction, and graphically presents member minimum requirements (ACI 350) and design moment capacity. John has also co-developed a similar spreadsheet program for analysis of gravity dam stability and post-tensioning design.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Structural Reviewer for the Statewide Dam Safety Design and Construction Services with ODNR, the owner and regulator of state dams. Schnabel's contract currently includes risk assessment, evaluation, design and construction for the rehabilitation of three dams; Lake Milton, Hargus Lake, and Lake Logan Dams.

Albany Dam and Water Supply Projects / Albany County, NY

Structural Reviewer for the Engineering Assessments for Alcove Reservoir and Basic Creek Dams owned and operated by the Albany Water Board. Reviewer for gravity dam stability analyses for Basic Creek Dam, and civil/structural reviewer for gate rehabilitation at Alcove Reservoir.

City of Kingston, Cooper Lake Dam and West Dike Improvements / Kingston, NY

Structural Reviewer for the alternatives analysis and design of improvements for upgrading the dam. Structural improvements will consist of a new intake structure, decommissioning of the existing intake structure, new normal pool spillway and discharge conduit, and raising of the embankment core wall.

Mead Reservoir Dam / City of Plattsburgh, NY

Structural Reviewer for concrete investigation, testing and assessment of the Mead Reservoir spillway. Investigations were targeted to various elements of the structure to identify whether portions of the structure could be rehabilitated, or required complete replacement. The assessments will form the basis of the proposed rehabilitation design of the Mead Reservoir spillway.

John P. Harrison, PE, D.WRE

LEAD STRUCTURAL ENGINEER

Wilmington Dam Engineering Assessment and Rehabilitation Design / Wilmington, NY

Structural Reviewer for the rehabilitation design of various elements of this the Class B run-of-river dam located in northern New York. Design included rehabilitation/replacement of the deteriorated right spillway training wall, and modifications to increase flow capacity of the existing low-level drain structure. The increased capacity of the low level drain will aid with reservoir drawdown and facilitate routine operation and maintenance activities at the dam by town personnel.

Pennsylvania Department of Conservation and Natural Resources, George B. Stevenson Dam / Cameron County, PA

Structural Engineer for risk evaluation of spillway stability for George B. Stevenson Dam, a 166-foot high multi-use reservoir project, focusing on the stability/adequacy of the spillway flip bucket, chute slabs, ogee weir, and approach channel for the PMF design flood. Also participated in risk evaluation for embankment potential failure modes, indicating that previously recommended grouting of the foundation was not required. The hydrologic analysis and selected embankment rehabilitation approach saved the State over \$20M compared to previous estimates. Also served as a Project Reviewer for evaluation and conceptual design of embankment stabilization measures.

Youngman, Heller and Mosquito Creek Dam Upgrades, Williamsport Municipal Water Authority / Williamsport, PA

Engineer of Record for upgrading of the Heller and Youngman Dams to meet dam safety criteria. Improvements to Youngman Dam included design of vinyl sheet piles to contain the PMF to the existing spillway, modifications to the existing spillway slab drainage system; and construction of a new pedestrian bridge at the intake tower. Improvements at Heller Dam consisted of repairs to the spillway slab, a new valve house on the intake tower, and new pedestrian bridge. Improvements at Mosquito Creek Dam consisted of design of new low level release valve and access vault. Also performed annual PADEP inspections at the dams over several years.

Pennsylvania Department of Conservation and Natural Resources, Dam Evaluations Open-End Contracts / Multiple Locations, PA

Engineer of Record for the rehabilitation of historic gate house tower, providing a new reinforced concrete interior, providing structural integrity and stability to the 80-year old structure, while maintaining the structure's historic exterior. In addition, new sluice gates, electric operators, electric service were also included. Structural Engineer for risk evaluation of spillway stability for George B. Stevenson Dam, a 166-ft high multi-use reservoir project, focusing on the stability/adequacy of the spillway flip bucket, chute slabs, ogee weir, and approach channel for the PMF design flood.

Delaware Department of Transportation (DelDOT), Dam Preservation Services / Multiple Locations in Delaware

Structural Engineer responsible for design of replacement slide gates at Records Pond Dam. The replacement gates have been incorporated into the upgrading design, which was started by Schnabel under a previous contract with DNREC. The dam upgrading consists of an anchored sheetpile wall installed on the downstream slope to prevent an overtopping failure of the embankment during the spillway design flood. DelDOT issued Schnabel a task order to provide design, permitting and construction phase services for this project under our five-year IDIQ. Most of the projects are co-owned by the DelDOT and the Delaware Department of Natural Resources and Environmental Control, Division of Fish and Wildlife. All of the dams are operated by the Division of Fish and Wildlife and many are similar in size and configuration to the FWS inventory dams.

Melinda L. Dirdal, PE

STRUCTURAL ENGINEER



EXPERTISE

Civil Engineering

EDUCATION

Master of Science, Civil Engineering,
Villanova University

Bachelor of Science, Civil Engineering,
Temple University

REGISTRATIONS

Professional Engineer / DE, PA

AFFILIATIONS

ASDSO, USSD, PSPE

YEARS WITH SCHNABEL/TOTAL

11/11

Melinda Dirdal is a skilled dam engineer with 11 years of experience in all aspects of dam engineering, including structural, hydrologic, hydraulic, and geotechnical engineering. She developed or reviewed dam assessment and alternatives reports for over 50 dams and has inspected more than 100 dams. Melinda has performed hydraulic and structural analysis and design of reinforced concrete hydraulic structures. She also has experience in hydraulic and hydrologic modeling; computer modeling of seepage and slope stability; evaluation of erosion potential; and geotechnical instrumentation. Melinda is an active member of the United States Society on Dams (USSD), where she serves as a Young Professional Advisor to the board, and Pennsylvania Society of Professional Engineers (PSPE). She also enjoys being active in her community through tutoring and participating in community events.

RELEVANT EXPERIENCE

PA DCNR, Open-End Contracts, Dam Evaluations and Design / Multiple Locations, PA

Structural Engineer responsible for reviewing structural drawings for the gate house rehabilitation at Pymatuning Dam. The rehabilitated gate house has a new reinforced concrete interior, providing structural integrity and stability to the 80-year old structure, while maintaining the structure's historic exterior. Prepared the NPDES and E&S permit applications for George B. Stevenson Dam.

NRCS Conneautville Dam Rehabilitation / Conneautville, PA

Senior Engineer responsible for rehabilitation design of the 31-foot high dry dam. Dispersive soils were present on the dam, and previous repairs have not stopped deterioration. Proposed rehabilitation includes lime treatment of dispersive soils, realignment of the auxiliary spillway, installation of a sheetpile wall to contain flow within the auxiliary spillway, and miscellaneous modifications. Detail design is in progress.

East Branch Dam Cutoff Wall / Wilcox, PA

Project Engineer responsible for structural design of temporary structures for reinforced concrete bentonite ponds and waste areas utilized during the construction of a cutoff wall through the center of the dam.

NRCS West Virginia Dam Assessments / Morgantown, WV

Project Engineer responsible for preparing rehabilitation assessment reports for multiple NRCS dams. The reports assist NRCS in the prioritization of structures within the dam rehabilitation program. The project includes assessment reports for 56 dams in West Virginia. Performed the formal dam inspections, field assessments, verification of structure hazard classifications, and breach analyses. Developed potential rehabilitation alternatives and cost estimates.

Melinda L. Dirdal, PE

STRUCTURAL ENGINEER

Pymatuning Dam Rehabilitation / Jamestown, PA

Project Engineer responsible for reviewing structural drawings for rehabilitation of the gate house. Assisted in preparing design drawings for the dam rehabilitation, which includes rehabilitation of the gate house, outlet channel, and embankment.

Lake Oneida Dam / Butler County, PA

Designer responsible for performing hydrologic and structural calculations for the spillway of a high hazard earth dam with a maximum height of 31 feet. Various rehabilitation alternatives were evaluated and contract documents were developed for the selected alternative, which consisted of roller compacted concrete (RCC) armoring and a replacement structural spillway. An embankment drainage system was also incorporated with the RCC armoring. Took part in developing design drawings and specifications for the project. Construction was completed with limited to no reservoir drawdown due to water supply demands. Responsibilities also included reviewing submittals from the contractor during construction.

Hollymead Dam Rehabilitation Design / Albemarle County, VA

Senior Engineer responsible for reviewing structural design of a concrete riser and stilling basin.

Pickering Creek Dam Structural Analysis / Phoenixville, PA

Senior Engineer responsible for performing structural analyses on a historic ambersen dam. Analyses included STAAD modeling of the buttresses to compute principal stresses, buckling computation, analysis of corbels and slabs, and stability checks.

NRCS Hearthstone Dam Design and Construction / Augusta County, VA

Senior Engineer responsible for performing an external review of design calculations of a retrofit on a non- standard NRCS riser. Due to some errors in the original calculation, did an independent seismic stability analysis and revised the design in accordance with NRCS criteria.

Quantico MCB Dam Upgrades / Stafford County, VA

Project Engineer responsible for structural design at three dams. Structural design elements included reinforced concrete design for bridge abutments, bridge piers, parapets, and raising existing spillway sidewalls.

NRCS Mountain Run Lake and Lake Pelham Dams / Culpeper, VA

Senior Engineer responsible for structural design of labyrinth spillway, including STAAD modeling. Reviewer for structural design of reinforced concrete chute and stilling basin. Project engineer responsible for performing seismic stability analyses of both NRCS risers, including one non-standard riser. Developed rehabilitation alternatives for Mountain Run 11 so that the riser would meet seismic stability criteria. Rehabilitation options included placing fill around the existing riser or structurally modifying the footing.

Kauffman Dam / Schuylkill County, PA

Designer responsible for performing the hydraulic and structural design calculations for the spillway and stilling basin of a 573-foot long dam with a maximum height of 68 feet. Evaluated the slope stability of the earth embankment using GeoStudio's SLOPE/W software. Responsibilities also included developing construction documents for the project and reviewing submittals from the contractor during construction.

Michael P. Taylor, PE

LEAD GEOTECHNICAL ENGINEER



EXPERTISE

Geotechnical and Dam Engineering

EDUCATION

Bachelor of Science, Civil Engineering,
Clarkson University

Bachelor of Science, Geology, State
University of New York

REGISTRATIONS

Professional Engineer / NY, VT

AFFILIATIONS

ASDSO, ASCE, USSD

YEARS WITH SCHNABEL/TOTAL
2/32

Michael Taylor has 30 years of progressive experience in engineering and consulting for civil works projects to federal, municipal, industrial, contractor and private clients. His technical focus includes geotechnical and dam engineering, geo-environmental, and geological and civil engineering. Project experience includes civil and geotechnical works, heavy construction, dams and water resources, flood control, port/harbor facilities, transportation, and geo-environmental restoration. His professional experience spans many phases of project development and engineering; comprising project planning, geo-diligence, investigations, analysis, design, peer-reviews, and construction-phase services and support. His specific aspects of geotechnical and dam engineering include soil and rock mechanics, seepage, shallow and deep foundations, soil-structure interaction, geotechnical forensics, vulnerability risk assessments, peer reviews and cost-benefit evaluations.

RELEVANT EXPERIENCE

Ohio Department of Natural Resources, Lake Milton, Hargus Lake and Lake Logan Dam Improvements / Multiple Locations, OH

Lead Geotechnical Engineer for the Statewide Dam Safety Design and Construction Services with ODNR. Similar to the NYSDEC, ODNR is both the owner and regulator of state dams. Schnabel's contract currently includes risk assessment, evaluation, design and construction for the rehabilitation of three dams; Lake Milton, Hargus Lake, and Lake Logan Dams.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Cannonsville Reservoir is one of four water supply reservoirs in the Delaware River watershed constructed by the New York City Department of Environmental Protection (NYCDEP). The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. Schnabel was retained by NYCDEP in 2016 to perform the first FERC Part 12 Dam Safety Inspection for Cannonsville Dam. Served as a core geotechnical team member for the Potential Failure Modes Analysis workshop and is participating in the development of the Supporting Technical Information Document for the dam.

City of Kingston, Cooper Lake Dam and West Dike / Kingston, NY

Lead Geotechnical Engineer for the analyses and design for the improvements required to address spillway capacity, embankment stability, and outlet works deficiencies. Consideration of raising the normal pool up to five feet was also evaluated including a safe yield model. Design was selected based on preliminary design development and opinions of construction costs for project elements.

Michael P. Taylor, PE

LEAD GEOTECHNICAL ENGINEER

City of Albany / Albany Water Board Dam and Water Supply Projects / Albany County, NY

Lead geotechnical Engineer performing inspection of instrumentation installation along the Onesquethaw Creek slope, a steep, actively failing slope bordering multiple settling lagoons owned by the City of Albany. Responsibilities included overseeing subsurface exploration, laboratory analyses, installation of geotechnical instrumentation and slope failure risk assessment.

Tioga County Soil and Water Conservation District and New York State Department of Environmental Conservation Dam Assessments / Tioga County, NY

Senior Project Engineer for review of Engineering Assessment for Peltó Dam regulated under NYCRR Part 673 and originally designed and constructed under the pilot watershed program by the Soil Conservation Service. Technical focus included review of: Data; Dam Safety Inspection findings; Saturated Sediment Survey; Spillway Capacity, Stability, and Integrity Assessments; Embankment Stability Analyses; and Low-Level Outlet. Analyses; Priority Ranking Risk and Population at Risk Spreadsheets; and Engineering Assessment Reports.

NYCDEP, Jerome Park Reservoir / New York City, NY

Senior Geotechnical Engineer and Principal in Charge for inspections at Jerome Park Reservoir (JPR) including three aqueducts. Analyses of structural stability and integrity and reinforcement recommendations of the reservoir rim walls. Evaluation of embankment dam, conduits, gate houses, and tunnel conduits. JPR is a principal component of the new filtration plant at van Cortland and key component of the NYCDEP water supply system.

Teatown Lake Reservation Dam / Ossining, NY

Principal in Charge and Engineer of Record for dam safety inspections and maintenance of 200 ft. long embankment dam with concrete core wall. Assessment of spillway capacity and low-level outlet. Evaluation of seepage and global stability. Development of riprap repairs for overtopping protection and erosion control. Development of toe drains for collection of seepage.

NYC Office of Management and Budget, Value Engineering Services / New York City, NY

Senior Geotechnical and Dam Engineer on a Value Engineering (VE) design review team, in the discipline of dam engineering, for the repair and rehabilitation of a Gilboa Dam; an important component of the NYC water supply system. Provided comprehensive, independent review and evaluation of design and proposed construction of major rehabilitation works including dam design, spillways intake gates and outlet works, foundations, slope stabilization, and tunnels. Developed alternative designs and approaches to satisfy rehabilitation criteria and reduce project costs.

Keith S. Toombs, EIT

GEOTECHNICAL FIELD ENGINEER



EXPERTISE

Geotechnical Engineering, Dam Engineering

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Massachusetts

REGISTRATIONS

Engineer-in-Training / MA

CERTIFICATIONS

OSHA - Construction Safety Awareness

YEARS WITH SCHNABEL/TOTAL

2/4

Keith has extensive field experience including supervision of subsurface exploration programs, site characterization, soil and rock classification, directional drilling inspection, and bridge abutment and foundation construction observation, including minipile/micropile, drilled shaft, and driven pile installation and testing. Additional duties include organization and analysis of collected field data, modeling and interpreting slope stability analyses, drafting site plans and proposal designs, writing geotechnical reports, and technical engineering evaluations including seismic and liquefaction analyses.

RELEVANT EXPERIENCE

Rensselaer Lake Dam / Albany, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer responsible for supervision and moderate project management of the subsurface exploration and piezometer installation for the high hazard dam. Responsibilities also included management of potential artesian conditions, classification of embankment and foundation materials, management of laboratory testing, stability analyses, presentation of exploration findings, and assisting with the rehabilitation design for dam improvements.

Wilmington Dam / Wilmington, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer responsible for subsurface exploration inspection and temporary monitoring well installation along a deteriorating concrete training wall abutting a run-of-river concrete ogee dam. Responsibilities also included managing the laboratory testing program and drafting the design drawings for the construction of a new training wall and new gate design for the dam.

Mead Reservoir Dam / Plattsburgh, NY

Geotechnical Engineer. Responsibilities included an analytical review and report presentation of historic and existing design documents for the stability analysis and rehabilitation design of a high hazard embankment dam. Involved in the planning of the associated subsurface exploration, laboratory testing program, presentation of findings, and rehabilitation design.

Basic Creek Dam / Westerlo, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical field engineer for the installation of groundwater instrumentation and site classification for the embankment of Basic Creek Dam for Albany County. The project included subsurface exploration, soil and rock classification, installation of groundwater piezometers, and collection of concrete spillway cores. Using the collected field and laboratory data, embankment slope stability and concrete spillway stability analyses were performed and presented to the owner.

Keith S. Toombs, EIT

GEOTECHNICAL FIELD ENGINEER

Alcove Dam / Coeymans, NY

Geotechnical Engineer and Field Representative Engineer. Worked as a geotechnical engineer and field representative for the drilling program and installation of piezometric instrumentation on the downstream slope of the dam. Responsibilities included supervision of subsurface exploration in potential artesian conditions, soil and rock classification, installation of vibrating wire piezometers, and assisting the organization of instrumentation data collection.

Tioga County NRCS Dams / Tioga County, NY

Geotechnical Engineer. Assisted with engineering assessments for multiple flood control dams in Tioga County. Responsibilities included reviewing historical reports and design drawings, slope stability modeling and analysis, and field video inspection of principal spillways.

ODNR Milton, Hargus, and Logan Dams Improvements / Multiple locations in Ohio

Geotechnical Engineer and Field Representative Engineer. Served as a geotechnical engineer for the Phase I geotechnical explorations for three high hazard embankment dams owned by Ohio Department of Natural Resources. Responsibilities included the supervision and inspection of drilling services and installation of piezometers in sloped and level borings, classification of soil and rock samples, assigning index and strength laboratory soil testing, performing slope stability analysis based on laboratory and correlative soil parameters, presenting the field and analytical findings, and moderate project management responsibilities.

Slope Assessment / Albany County, NY

Geotechnical Engineer and Field Representative Engineer. Served as a geotechnical field engineer for the investigation and analysis of an actively eroding slope adjacent to the client's settling basins for their water treatment facility. Groundwater piezometers and a slope inclinometer were installed along the basins to monitor the progression of the slope movement, assist in modeling slope stability analyses, and provide reasonable recommendations based on risk potential. Responsibilities included inspection of exploration activities, soil classification, and slope stability modeling and analyses.

CSX Mt. Marion Siding / Saugerties and Kingston, NY

Geotechnical Field Representative Engineer. Served as the field inspector for preliminary data collection and analysis for the installation of CSX railway siding. Responsibilities included subcontractor coordination, subsurface exploration, soil and rock classification, site characterization, and adhering to railroad right-of-way constraints.

Kevin Ruswick, PE, CFM

LEAD WATER RESOURCES ENGINEER



EXPERTISE

Water Resources and Dam Engineering

EDUCATION

Master of Science, Water Resources Engineering,
University of California Berkeley

Bachelor of Science, Civil Engineering,
Northwestern University

REGISTRATIONS

Professional Engineer / IL, NY

CERTIFICATIONS

Certified Floodplain Manager

CSI - Construction Documents Technology

AFFILIATIONS

ASCE, ASDSO, ASFM

YEARS WITH SCHNABEL/TOTAL

5/24

Kevin Ruswick has experience focused on water resources and dam engineering. He provides an excellent combination of education, experience in all phases of water resources related projects, and proficiency in state-of-the art hydrologic and hydraulic (H&H) modeling. His educational background includes environmental engineering, hydrology, hydraulics, river mechanics, sediment transport, watershed management, and stream bank stabilization.

Through his experience in the consulting engineering field and working for the USACE, he has had the opportunity to apply this knowledge to real world applications. His continuing education and formal training have allowed him to stay abreast of emerging technologies in the water resources field including GIS-based hydrology and hydraulics models. He is responsible for steady-state and unsteady hydrologic and hydraulic studies, 1D and 2D dam break modeling, spillway capacity evaluations, dam safety evaluations, dam removal and rehabilitation design, emergency action plan (EAP) development, FEMA floodplain studies, river restoration design, master drainage studies, and construction observation. He has led the hydrologic and dam break modeling on more than 75 dams using HEC-RAS (unsteady flow) with more than 40 being with the new 2D capabilities of HEC-RAS. He has led the spillway capacity evaluation and design of spillway capacity improvements on more than 15 dams throughout the country. He is proficient in ArcGIS and the USACE's HEC-GeoRAS application for developing HEC-RAS geometry data sets and post processing model runs to prepare inundation maps.

RELEVANT EXPERIENCE

Loughberry Lake Dam Engineering Assessments / Saratoga Springs, NY

Kevin provided water resources and dam safety engineering services for the EA. The earthen embankment dam's original construction dates back to pre-1880 and now has a 4-lane arterial highway located along its crest. Kevin led the development of hydrologic and hydraulic analyses of the dam to ascertain its compliance with applicable spillway capacity requirements. The work included a detailed 2D dam breach hydraulic model to aid in a hazard class assessment for the dam. Kevin led the development of spillway capacity alternatives to bring the dam into regulatory compliance. While a new structural spillway alternative was initially recommended, subsequent discussions with the NYSDEC Dam Safety Section has indicated that overtopping protection may be a viable alternative to achieve regulatory compliance.

Albany Dam and Water Supply Projects / Multiple Locations in Albany County, NY

Lead H&H Engineer for the development of an engineering assessment (EA) for Alcove Reservoir, Basic Creek, Rensselaer Lake, Tivoli Lake, and Loudonville Reservoir Dams. Performed dam safety inspection and performed detailed 2D dam breach analyses to develop inundation mapping and opinions of hazard classification. Led the development of hydrologic models to assess the dams' compliance with spillway capacity criteria. On-going work includes conceptual design alternatives to increase spillway capacity at Basic Creek Dam and detailed design development for spillway

Kevin Ruswick, PE, CFM

LEAD WATER RESOURCES ENGINEER

capacity upgrades at Rensselaer Lake Dam. Kevin is also using the results of the dam breach analyses for Tivoli Lake Dam to process a hazard class reduction for that facility.

Upper and Lower Baker Dams Inundation Analysis / Concrete, WA

Senior Reviewer for the Upper and Lower Baker dam breach analyses for Puget Sound Energy. These 300-foot tall FERC-regulated concrete dams are located in series in a narrow gorge along the Baker River near the Town of Concrete, Washington. Downstream of Lower Baker Dam, Baker River converges with the Skagit River which flows to the west for 50 miles to the Skagit and Padilla Bays. While the upper portion of the breach reach includes confined river valleys, the downstream coastal portion is dominated by broad flat floodplain areas with substantial urban development as well as agricultural land protected by over 50 miles of levees. To capture the complex hydraulics, the breach analyses was performed with a geospatially integrated 2D hydraulic model using HEC-RAS 5.0.3. The model includes multiple dams within the single model geometry to allow the evaluation of cascading dam failures resulting from hypothetical failure of an upstream dam. As part of the project delivery, Kevin presented the model structure, key development components including terrain development, as well as the model results from Sunny Day and Rainy day failures of the three project dams. This forum provided valuable training for PSE staff in the development and application of the HEC-RAS 2D models.

Cannonsville Dam FERC Part 12 Inspection / Deposit, NY

Lead Water Resources Engineer for the first FERC Part 12 Dam Safety Inspection at the dam. Cannonsville Reservoir is one of four water supply reservoirs in the Delaware River watershed constructed by the New York City Department of Environmental Protection (NYCDEP). The NYCDEP applied for a FERC license in 2012 for the installation of a 14.08 MW hydroelectric facility to harness the hydropower potential of conservation releases to the West Branch of the Delaware River. Kevin is serving as a core H&H team member for the potential failure modes analysis workshop, is leading the detailed review of the EAP, and is the lead author for the supporting technical information document for the dam.

Mead Reservoir Dam / City of Plattsburgh, NY

Lead Water Resources Engineer responsible for the evaluation the dam, the primary water supply for the City of Plattsburgh. Analyses by another engineer had used the SCS unit hydrograph method and concluded that the dam had inadequate spillway capacity. Detailed engineering plans were subsequently developed for a spillway rehabilitation project but project bids came in substantially higher than anticipated. Schnabel was retained to perform a peer review and to subsequently revise the hydrologic analysis for the dam. The revised hydrologic analysis utilized the Snyder Unit Hydrograph methodology and was calibrated to a historic storm in August 2011 (Hurricane Irene). This resulted in significant reductions in peak flows during the regulatory Spillway Design Flood which were approved by the NYSDEC Dam Safety Division. The project is currently in detailed design with an estimated spillway cost savings of more than \$2 million.

Ohio Department of Natural Resources (ODNR) / Multiple Locations, OH

Lead water resources engineer analyses of three dams; Lake Logan, Hargus Lake, and Lake Milton Dam. The initial phase of the project involved a screening level risk assessment (SLRA), during which served as the expert for hydrology and hydraulics. The SLRA involved a potential failure mode analysis along with assessment of risk and consequences for each of the dams. The results of the SLRA were then used to prioritize remedial recommendations for each of the three dams. For Hargus Lake Dam, led the development of revised watershed modeling to better represent the rainfall/runoff process when compared to the conservative approach used in the previous study. The modeling was validated to observed reservoir conditions during the flood of record and also against stream-gage based methodologies. The results of the revised modeling reduced design flows to 40% of the previous study. Currently providing detailed design support for a new principal spillway, spillway chute and energy dissipation basin for Hargus Lake Dam.

Brian M. Crookston, PhD, PE

ASSISTANT WATER RESOURCES ENGINEER



EXPERTISE

Hydraulic Structure Design, Hydraulic and Hydrologic Modeling and Analyses

EDUCATION

Doctorate, Water Engineering,
Utah State University

Master of Science, Hydraulics,
Utah State University

Bachelor of Science, Civil Engineering,
Utah State University

REGISTRATIONS

Professional Engineer / PA, AL, DE, VA

AFFILIATIONS

ASCE, ASDSO, EWB, EWRI, IAHR, USSD

YEARS WITH SCHNABEL/TOTAL

6/11

Brian has 11 years of experience in research, design, and analysis of hydraulic structures including spillways, hydraulic structures, energy dissipation, flow acoustics, non-linear weirs, free-surface flows, public safety and security at dams and spillways, fish-passage, embankment failures and flooding, sedimentation, surface hydrology, and pressurized flows and pipelines, and Unmanned Aerial Vehicles.

At Schnabel, Brian is a Water Resources Discipline Coordinator and provides company-wide support in hydraulics and numerical modeling for new dams and dam rehabilitations, including three-dimensional computational fluid dynamics (CFD). Brian collaborates with national and international scientists and practicing engineers and also interfaces with a variety of private, local, state, federal, and international organizations and agencies to utilize applicable research and technologies, implement effective hydraulic structure design solutions, and facilitate education and knowledge transfer. He performs inter-office, local, national, and international technical training on hydraulics and has written over 50 technical documents comprised of academic journal articles, technical articles, book chapters, books, federal reports and design manuals, and was a contributing author for the recent International Congress on Large Dams Bulletin on Spillway Hydraulics. He has been a speaker, invited panelist, and organizer for a number of technical conferences and has participated in engineering humanitarian work in Peru. He speaks English (native) and Spanish (fluent).

RELEVANT EXPERIENCE

Mink Hollow Raw Water Intake Improvements / Kingston, NY

Hydraulic Engineer. Engineering assessment for retrofitting the existing complex gated stream diversion intake structure located upstream of the water supply reservoir. Hydraulic engineer responsible for performing the CFD modeling for this hydraulic structure, which included analyzing a range of discharges and several retrofit options. The structure included several gates, a fish ladder, a flow bypass feature, and the inlet to the water supply piping with additional gates proposed to meet project goals and requirements.

Cooper Lake Dam Rehabilitation / Kingston, NY

This project includes raising the main dam embankment six feet, constructing a new water supply intake tower and piping, and replacing the existing spillway with a new spillway, conduit, and stilling basin. Hydraulic engineer to provide support for the hydraulic design of this project, including any CFD modeling of structure behavior and flow fields that may be required by the design team.

North Fork Dam Asheville / North Fork, NC

Rehabilitation of North Fork Dam will provide additional spillway capacity to meet dam safety regulations. Numerical modeling was invaluable in refining the design that included bridge piers, a converging chute, transitions, wave reflections and standing waves, and the flip bucket at the bottom of the chute.

Brian M. Crookston, PhD, PE

ASSISTANT WATER RESOURCES ENGINEER

Delaware Department of Transportation (DelDOT), Dam Preservation Services / Multiple Locations in Delaware

Assistant Project Manager and Project Engineer responsible for performing hydrologic and hydraulic analyses and develop inundation mapping for 39 state-owned dams. Most of the projects are co-owned by the DelDOT and the Delaware Department of Natural Resources and Environmental Control, Division of Fish and Wildlife. All of the dams are operated by the Division of Fish and Wildlife and many are similar in size and configuration to the FWS inventory dams. Modeling includes 2- and 3-dimensional CFD modeling of rivers, floodplains, and complex spillways that include bridges.

Lake Ogletree Dam / Alabama

Rehabilitation includes a large, 19-ft tall multi-level labyrinth spillway and a saddle area designed for overtopping. Brian's role was CFD modeler and hydraulic engineer and assisted with the design of the spillway, chute, basin, and natural channel transition. In addition, Brian worked with Belgium researchers to further the current practices by developing a new inexpensive crest modification that passes the spillway design storm but addresses potential nappe oscillations for base-flow conditions.

West Fork Eno River Reservoir Enlargement / Hillsborough, NC

This project included rehabilitation of the existing auxiliary spillway for a water supply reservoir, which includes a 10-ft raise of normal pool elevation. Brian's role was hydraulic engineer and modeler, and he performed hydraulic design and CFD modeling for new cost-effective high efficiency Piano-key Weir and modifications to downstream lateral chute.

Hope Mills Lake Dam / Hope Mills, NC

This dam failed following recent rehabilitation. Schnabel was brought in to design a new replacement labyrinth spillway and make necessary repairs and upgrades to the dam. Brian's role was hydraulic engineer and modeler for the new spillway.

Bullock Pen Lake Dam / Crittenden, KY

Project Engineer and reviewer for hydraulic design and analysis for dam rehabilitation. This project consisted of upgrading the existing auxiliary spillway and rock chute with a new 12.5 cycle labyrinth spillway with a stepped chute and a stilling basin. The labyrinth spillway featured two crest elevations to modify the outflow hydrograph for low-frequency storm events. This project is ongoing.

Elizabeth M. Isenstein, EIT

WATER RESOURCES ENGINEER

EXPERTISE

Water Resources and Dam Engineering

EDUCATION

Master of Science, Water Resources
Environmental Engineering, University
of Massachusetts at Amherst
Bachelor of Science, Engineering, Smith College

REGISTRATIONS

Engineer in Training / MA

AFFILIATIONS

ASCE

YEARS WITH SCHNABEL/TOTAL

1/1

Elizabeth Isenstein is a Staff Engineer with experience in water resources, climate change, hydrologic modelling, optimization, risk management and stormwater management.

RELEVANT EXPERIENCE

Vermont Department of Environmental Conservation Winooski River Dams Break Analysis and Inundation Mapping / Multiple Dams in Vermont

Water Resources Engineer for the analysis of two dams in Vermont; East Barre and Wrightsville. Services included a review of previous hydrologic and hydraulic studies, field reconnaissance including East Barre and Wrightsville dam inspections and review of bridges and dams in the downstream floodplain, development and calibration of a HEC-HMS hydrologic model, development of a 2D HEC-RAS hydraulic model, dam breach analyses under rainy day and sunny day scenarios, and inundation mapping.

Detailed Design Dam Rehabilitation Rensselaer Lake / Albany, NY

Water Resources Engineer for the analysis of Rensselaer Lake Dam in Albany, New York. Services include development of a 2D HEC-RAS hydraulic model, analysis of Dam overtopping protection, and evaluation of auxiliary spillway alternatives.

Scott A. Raschke, PhD, PE

RISK ANALYSIS



EXPERTISE

Geotechnical Engineering

EDUCATION

Doctorate, Geotechnical Engineering,
University of Michigan

Master of Science in Civil Engineering,
Geo-environmental Engineering,
University of Toledo

Bachelor of Science in Civil Engineering,
Civil Engineering, University of Toledo

REGISTRATIONS

Professional Engineer / PA

CERTIFICATIONS

FOPP: ASFE

AFFILIATIONS

ASCE, ASEE, ASDSO

YEARS WITH SCHNABEL/TOTAL

10/28

Dr. Scott Raschke has a career spanning civil engineering, consulting and academics, with an emphasis on geotechnical and geo-material applications. He has been involved with formal risk assessments for several dam and levee projects, performed risk-based probabilistic assessments of dams, and is currently steering an ad-hoc Schnabel committee which is focused on development and implementation of sound procedures for risk- and reliability-based assessment and design for geotechnical, dam, and levee evaluations.

RELEVANT EXPERIENCE

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Project Manager. Project includes the design and construction administration for this rehabilitation of this 55 billion gallon pumped storage reservoir that is part of a system supplying raw water to more than 1.5 million residents of central New Jersey and is a significant regional recreational resource. The reservoir is impounded by three earth embankments; all three rank among the top 10 highest dams in the state (the largest, South Dam, is 180-ft high). Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction services, and project risk evaluation and management for the rehabilitation of all three dams. Also include rehabilitation of ancillary infrastructure, including: building and security improvements; two intake towers; and dredging of tower intakes to restore gate functionality.

George B. Stevenson Dam Rehabilitation / Cameron, County, PA

Lead Geotechnical Engineer for developing and overseeing a \$1 million multifaceted geotechnical investigation and instrumentation program required for this rehabilitation evaluation. The site characterization formed the basis of both preliminary and final rehabilitation designs for a 166-ft high, 1,665-ft long, zoned earth embankment dam with concerns related to seepage, heave and inadequate filters. Participated in risk analysis and evaluation (through expert elicitation) of PFMs related to heave and unfiltered seepage at the downstream toe. Through this process, heave failure (having found to not be credible), saved \$10 million from prior recommended program. Final rehabilitation consisted of a relatively simple 40-ft deep foundation filter trench as the only required risk reduction measure.

USACE Louisville District, IDIQ AE Services in Support of the Risk Management Center on Dam and Levee Safety / Nationwide

Program/Project Manager and Expert Reviewer responsible for providing services on two successive five-year IDIQ contracts in support of the USACE Risk Management Center (RMC) on Dam and Levee Safety. Services included dam and levee safety engineering; risk analysis services; and technical review services including Type II Independent External Peer Reviews (IEPRs)/Safety Assurance Reviews (SARs). IEPRs/SARs are provided in support of services associated with Section 2035 of the Water

Scott A. Raschke, PhD, PE

RISK ANALYSIS

Resource Development Act (WRDA) 2007, which requires Type II IEPRs for the design and construction of all major hurricane, storm damage, and flood damage reduction projects with potential life safety concerns. Developed project scopes of work; negotiated contracts with USACE; developed Quality Control Plans; formed Expert Review Panels; and managed the execution of as many as six simultaneous Task Orders.

USACE Louisville District, IEPR/SAR for Rough River Dam / Falls of Rough, KY

Project Manager for the Type II Independent External Peer Review (IEPR) team for the design of seepage barrier improvements at the Rough River Dam. As part of the IEPR, Schnabel has provided technical review during several phases of the project. For each project phase, independent technical review focused on evaluation of the risk associated with each phase of the project. During the initial evaluation of the project, the IEPR team's review suggested a compelling need for the cutoff at Rough River Dam and strong need to complete the work as expeditiously as possible to reduce short term risk associated with several existing potential failure modes (PFMs). These conclusions and recommendations were summarized in memoranda, which aligned with the USACE PDT and vertical team's concerns. These recommendations resulted in successful request of the Assistant Secretary of the Army (ASA) to fund design and construction of the complete cutoff within a very short time frame.

Inland Lake Dam / Birmingham, AL

Lead Geotechnical Engineer for probabilistic slope stability and seepage analysis of this 190-ft high zoned earth/rock fill embankment dam for a risk evaluation using PFMA expert elicitation. Based on a review of recent and historical data, including test borings, laboratory and field testing, and data from instrumentation, developed probability distributions for engineering parameters required for seepage and slope stability evaluation using Monte Carlo techniques.

USACE Kansas City District, Turkey Creek Restored Channel Project / Kansas City, MO

Project Manager. Type II IEPR/SAR for the Turkey Creek Restored Channel Project which is the last phase of a larger flood damage reduction project intended to reduce the risk of flooding during a one-percent (1%) storm event. The Turkey Creek Channel consist of the following features: tunnel, trapezoidal and benched channel, levee, environmental enhancement, walled channel, restored channel, two railroad bridge relocations, and two auto bridge relocations. The Restored Channel (Phase 8) includes 700 feet of flood/retaining walls, 1,700 feet of levees/berms, bank protection, flood warning system at the Mill Street Bridge, and channel modifications along and under Interstate I-35 and a railroad bridge. Peer review included design, construction, and operation maintenance, repair, replacement and rehabilitation (OMRR&R) project phases.

Sharon L. Krock, PWS

WETLAND SPECIALIST



EXPERTISE

Wetland Delineation, Plant Community Ecology, Permitting, Mitigation Design and Monitoring, and Erosion and Sedimentation Control

EDUCATION

Master of Science, Biology, Clarion University of Pennsylvania

Bachelor of Science, Biology, Lebanon Valley College

REGISTRATIONS

Professional Wetland Scientist

CERTIFICATIONS

OSHA: Hazardous Waste Operations and Emergency Response (HAZWOPER)

AFFILIATIONS

SWS, SWEP, SAME

YEARS WITH SCHNABEL/TOTAL

17/19

Sharon Krock has experience permitting projects throughout the eastern and southern United States. She is experienced in ecology, plant taxonomy, and community dynamics. She performs wetland delineations, coordinates permitting requirements with the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), state environmental agencies, historic preservation offices, and conservation districts. Sharon provides consulting services to the design engineers to avoid and/or minimize wetland and water impacts. Sharon prepares wetland permits necessary to authorize unavoidable impacts to wetlands or waters associated with dam repairs/rehabilitations, utility lines, and new development. She develops environmental assessments and the environmental portions of dam permit applications. Acting as a liaison between regulatory agencies and her clients, Sharon is instrumental in alternative analyses, assisting in developing environmental impact statements, and assessing potential impacts to existing habitats. When mitigation is required for unavoidable impacts, Sharon works with a team of engineers to design mitigation plans for expanded and created wetlands, stream relocations and planting plans to restore disturbed wetland and water habitats.

Sharon previously worked as an environmental compliance ecologist enforcing state and federal erosion and sedimentation control standards. She supervised erosion control at bridge and road construction, wetland restoration, and stream-bank stabilization projects.

RELEVANT EXPERIENCE

Alcove Gate Rehabilitation and Repair / Alcove, NY

Senior Wetland Scientist. Provided environmental permitting for the rehabilitation of the gates at the Alcove Reservoir. Compiled a joint permit application to authorize impacts to waters and coordinated with USACE, New York State Historic Preservation Office, New York State Department of Environmental Conservation, and then New York Natural Heritage Program.

NRCS Conneautville Dam Rehabilitation / Conneautville, PA

Senior Wetland Scientist. Delineated wetlands at the site of the dry dam proposed for rehabilitation. Recorded findings in a wetland delineation report and completed an environmental assessment of the potential impacts to aquatic habitats due to the proposed rehabilitation of the dam. Coordinated with NRCS, USACE, PADEP, Pennsylvania Historic and Museum Commission to authorize the project to proceed.

Round Valley Reservoir Structures Refurbishment and Resource Preservation Project / Clinton, NJ

Senior Scientist providing permitting oversight and review. The reservoir is impounded by three earth embankment dams; all three rank among the top 10 highest dams in the state. Managed and reviewed deliverables from the environmental permitting sub consultant providing the permitting services for all

Sharon L. Krock, PWS

WETLAND SPECIALIST

phases of the project. Contract includes site explorations, borrow investigations and evaluation, planning, schematic and final design, permitting, construction administration services, and project risk evaluation and management for the rehabilitation of all three embankment dams.

South Branch Conewago Creek Dam / New Oxford, PA

Senior Wetland Scientist. Provided permitting for the replacement of this run-of-river dam just downstream of the existing dam. Coordinated with the USFWS and the PA Fish and Boat Commission to design for fish passage.

Lake Pymatuning Dam Rehabilitation / Jamestown, PA

Senior Scientist providing wetland services throughout this dam rehabilitation project for the PA Department of Conservation and Natural Resources. Delineated wetlands/waters at the site and successfully permitted the impacts associated with the rehabilitation of the historic control tower and the repairs to the downstream toe of the dam.

PA DCNR Open-End Contracts Dam Evaluations and Design / Multiple Locations, PA

Project Scientist responsible for delineating wetlands/waters on the site and served as agency liaison between the USACE, the Pennsylvania Department of Environmental Protection, the PA Department of Conservation and Natural Resources, as well as the County Conservation District to limit the impacts to wetlands/waters and potential cultural resources to ultimately minimize permitting efforts.

Speedwell Forge Lake Dam Break and Inundation Mapping / Lititz, PA

The Pennsylvania Department of General Services (DGS) contracted with Schnabel to provide design services to rehabilitate the dam to meet PADEP spillway capacity criteria. PFBC decided to perform an emergency breach of the embankment to divert the streamflow away from the spillway that was damaged during Hurricane Irene and tropical storm Lee. Schnabel performed hydrologic and hydraulic analysis for breaching options and developed design plans for the selected breach, which consisted of a 100-foot wide breach with a 25-foot wide pilot channel. Provided wetland delineation and permitting services for both the breach design and the final design, working closely with the PFBC, PADEP, DGS, Soil Conservation District, local politicians and municipalities to address environmental and public safety concerns.

George B. Stevenson Dam Rehabilitation / Cameron County, PA

Senior Scientist for the delineated wetlands/waters on the site and served as agency coordinator between the USACE, the PA Department of Environmental Protection, the PA Department of Conservation and Natural Resources, as well as the County Conservation District to limit the impacts to wetlands/waters and potential cultural resources to ultimately minimize permitting efforts. Designed the stream relocation mitigation plan including planting plan.

Leaser Lake Dam / Lehigh County, PA

Performed the wetland delineation for the proposed rehabilitation of Leaser Lake Dam. Developed the wetland delineation report and the environmental assessment form for inclusion in the application for the dam safety permit.

Lake Oneida Dam / Butler County, PA

Project Scientist responsible for delineating the wetlands within the anticipated impact area for proposed upgrades and rehabilitation of the Lake Oneida Dam. Provided permitting services for the wetland and dam safety permit requirements.

4. Project Approach and Cost Proposal

OBJECTIVES AND SCOPE OF SERVICES

The objective of this scope of work is to prepare contract documents for the construction of the rehabilitation of Loughberry Lake Dam. This project will address various dam safety deficiencies including inadequate spillway capacity, an inoperable low-level outlet, unsatisfactory factors of safety for embankment upstream slope stability, and potential for liquefaction of the embankment and foundation soils during design-level earthquake ground motions.

The proposed work includes evaluation and selection of an alternative to bring the dam into compliance with NYSDEC regulations for required spillway capacity.

- Design of the selected spillway capacity alternative.
- Design of a new low-level outlet.
- Design of stabilization measures for the upstream embankment slope.
- Installation of open-standpipe piezometers and, as needed, design of an internal filter drain system at the embankment downstream toe to monitor, collect, and safely convey seepage.

Our proposed design phase services include the following activities:

- Task 1 – Design Phase Field Explorations and Testing
- Task 2 – Preliminary Design Phase
- Task 3 – 60% Design Plans and Technical Specifications
- Task 4 – 90% Design Plans and Technical Specifications
- Task 5 – Final (100%) Design and Contract Documents
- Task 6 – Permitting
- Task 7 – Project Management, Risk Register, and Stakeholder Coordination



Loughberry Lake Principal Spillway

Schnabel will produce design plans and specifications for review and approval at the 60%, 90%, and final design stages. The final design will include development of plans and specifications suitable for permitting, bidding, and construction of the proposed modifications. This submittal process will include the application for permit for the construction, reconstruction, or repair of a dam or other impoundment structure, submitted to NYSDEC at the 90% design stage, and incorporation of their comments as well as contract documents into the final design.

Schnabel assumes that Engineers Joint Contract Documents Committee (EJCDC) contract documents will be utilized and that project specifications will follow the MasterFormat numbering system. Drawings will be prepared in AutoCAD Civil 3D (version 2014 or more recent). Drawings will be provided in both hard copy and electronic (PDF) format. The design will include applicable performance criteria; all controls and required infrastructure; demolition and/or rehabilitation of existing structures; installation of proposed structures and appurtenances; and all general, civil, structural, mechanical, and instrumentation drawings required for the complete rehabilitation project.



Rehabilitation concept plan view

TASK 1 – DESIGN PHASE FIELD EXPLORATIONS AND TESTING

The proposed design phase field exploration and testing program will include the following activities:

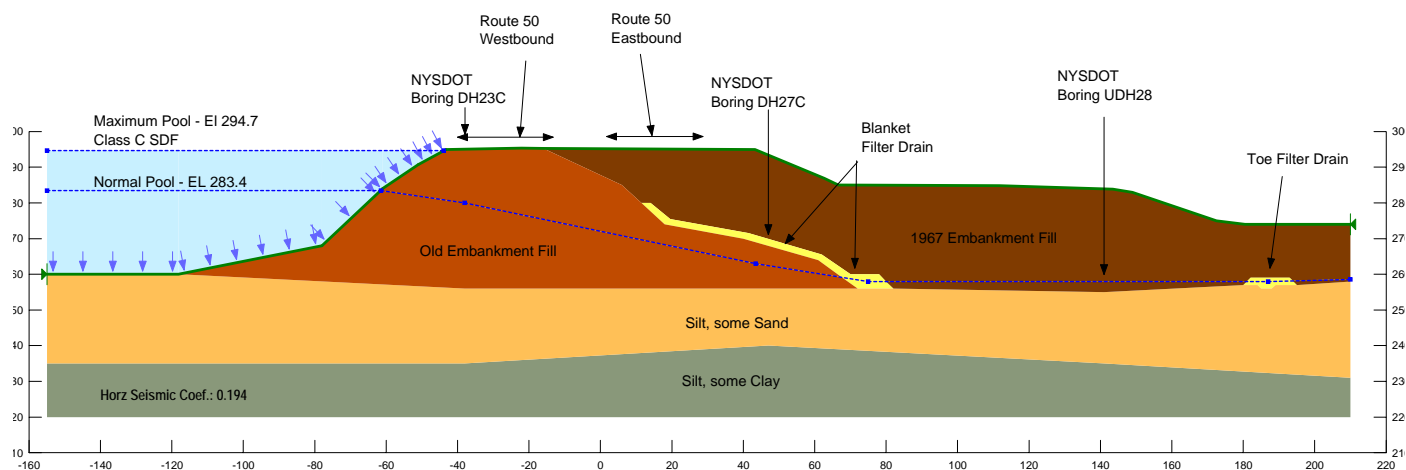
- Geotechnical subsurface exploration program
 - o Drilling test borings, anticipated as follows:
 - 2 to 3 barge-based borings from the embankment upstream toe.
 - 2 to 3 barge-based borings from the embankment upstream slope at the normal pool waterline.
 - 1 barge-based boring in the area upstream of the existing spillway.
 - 2 land-based borings from the embankment downstream bench.
 - 1 to 2 borings from the embankment downstream toe.
 - 2 to 3 borings along the proposed spillway conveyance piping alignment from the downstream toe of the embankment to the proposed stilling basin.
 - o Installation of open-standpipe piezometers in the land-based borings at the embankment downstream slope and toe.
 - o Laboratory soil index and mechanics testing of collected samples.
- Bathymetric multi-beam sonar scanning of the embankment upstream slope.

- Visual inspection of the interior of the existing “stone arch” spillway conduit.

If required, Schnabel may adjust the location and number of borings to respond to the conditions encountered, to meet evolving project data needs, and to manage budget and schedule. We have budgeted a total duration for the geotechnical subsurface exploration of 15 days (9 hrs/day). During this time activity, Schnabel will provide daily updates detailing the progress and notifying the city of any potential or real schedule delays or unique ground conditions. We have included a project contingency task that could be utilized should our subsurface exploration program exceed the allocated budget.

We have assumed that the city will survey the as-drilled location of the land-based borings following completion of the subsurface exploration program. Following completion of the subsurface exploration program, we will periodically read the new open-standpipe piezometers as required to support our analysis and design activities. Long term reading and monitoring of instrumentation by Schnabel are not included in this scope of work.

Our drilling subcontractor will contact Dig Safely New York prior to mobilizing any drilling equipment to the project site. Dig Safely will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Between 48 and 72 hours are



Preliminary dam cross section from 2016 engineering assessment

typically required to clear utilities on a site. We will not be responsible for damage or disruption of utilities or other subsurface features not indicated to us in advance.

The public utility companies will not mark private utilities on a site. Private utilities include all utilities between the public utilities' metering devices and any existing facility on site; all storm and sanitary sewers on site; buried electric lines to light poles, signs, or other electrical devices; irrigation lines; etc. Location of private utilities is the responsibility of the property owner (i.e., the City of Saratoga) according to Dig Safely New York. The property owner should provide plans showing the locations of all private utilities, mark the private utilities, or arrange for a private utility locator service.

Schnabel will prepare a Geotechnical Data Report (GDR) summarizing the results of the design phase exploration and testing program. The GDR will generally include the following, subject to variations in the subsurface conditions encountered:

- Regional and site geology
- Site seismicity based on gridded data from USGS National Seismic Hazard Maps
- Soil boring logs
- SPT N-values and in situ testing results
- Subsurface stratigraphic layers as encountered at the test boring locations
- Laboratory index and mechanics testing results for soil
- Groundwater observations
- Topographic mapping and imaging plans and data from the bathymetric multi-beam sonar scanning of the upstream slope

- Photographs and video of the inspection of the interior of the stone arch spillway conduit

TASK 2 – PRELIMINARY DESIGN PHASE

Under this task, Schnabel will evaluate and select a cost-effective alternative to achieve the required spillway capacity and incorporate the findings of the field explorations to refine the remediation concept presented in the EA. During this process, the concepts will be vetted with representatives of NYSDEC and NYSDOT to identify potential complications (i.e., work zone traffic control strategies, easements, utility relocation, right of way, maintenance of traffic, etc.), clarify permitting requirements, and to get regulatory endorsement of the proposed concept. Schnabel will prepare the following preliminary design documents during this phase:

- Preliminary design drawings (15% complete), including plans, typical sections, and details for the proposed dam rehabilitation alternative.
- A preliminary construction schedule with an engineer's opinion of probable construction cost.
- A preliminary design report summarizing the results of the engineering analyses required to support the rehabilitation design.

We will provide these deliverables to the city in digital (PDF) format. Up to three hard copies will also be provided, if requested. We will meet with the city to present and discuss the preliminary design. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting. Review comments received from the city will be incorporated into the 60% design plans.

This task also includes development of a risk register workshop with the key design, permitting, stakeholder, and city representatives. The risk register would be collaboratively developed at the outset of the project and updated for the city at various risk-related milestones to identify, track, and mitigate project risks related to schedule, cost, and scope.

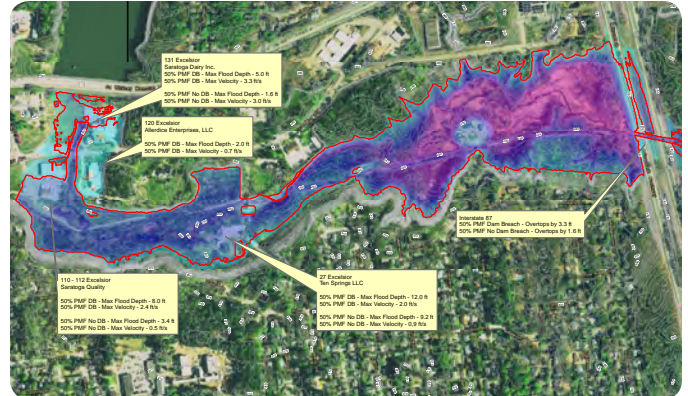
Task 3 – 60% DESIGN PLANS AND TECHNICAL SPECIFICATIONS

Based on the outcome of the preliminary design phase, Schnabel will prepare a 60% level of completion set of drawings and technical specifications with a project schedule (through construction), and an engineer's Opinion of Probable Construction Cost (OPCC). Three drawing sets in hard copy format will be provided to the city. The 60% drawing sets will include selected plans, sections, profiles, and details from the anticipated final drawing set. Review comments (if any) will be discussed during a meeting to be held either at the city's offices or at Schnabel's offices in Clifton Park. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting.

The draft specifications will provide a broad overview of what will be included in the major specification sections, including items to be discussed with the city. Of particular concerns are the continuity of water supply and maintenance of traffic along Route 50 throughout the construction of the improvements. During the 60% design phase, our team will begin the development of a construction phasing plan that would allow for the cost-effective maintenance of both traffic and water supply. We anticipate incorporating performance requirements with the city for flow and water quality criteria to be incorporated into the contract documents.

Task 4 – 90% DESIGN PLANS AND TECHNICAL SPECIFICATIONS

Schnabel will prepare 90% level of completion design documents and accompanying form Supplement D 1, which is the Application for Permit for the construction, reconstruction, or repair of a dam or other impoundment structure, and present them to the city and the NYSDEC. The 90% submittal will include an engineering design report accompanied by a complete set of drawings, specifications, an updated OPCC, and project schedule. Three drawing sets in hard copy format will be provided to the city and a fourth will be provided to NYSDEC for their review. Review comments (if any) will be discussed during a meeting to be held either at the city's offices or at NYSDEC offices in Albany. Schnabel will prepare meeting minutes summarizing decisions reached at the meeting.



Loughberry Lake rainy day dam breach inundation map

Task 5 – FINAL (100%) DESIGN AND CONTRACT DOCUMENTS

Schnabel will prepare and submit the final (100% level of completion) design and contract documents sufficient for bidding. These will include the final drawings, technical specifications, engineering design report, an updated OPCC, and project schedule.

Task 6 – PERMITTING

The permit submittal process will include the application for permit for the construction, reconstruction, or repair of a dam or other impoundment structure, submitted to NYSDEC. Schnabel will also complete and file the Joint Application to the NYSDEC and USACE for permits/determinations to undertake activities affecting streams, waterways, waterbodies, and wetlands in order to obtain the necessary permits. A wetland delineation will be performed that will identify potentially impacted areas within the limits of the proposed project, including the dam embankment and downstream areas, as well as in the vicinity of the proposed auxiliary spillway. We will delineate the limits of the wetlands in the field, if any, using hand-held GPS hardware, or through coordination with the city's survey department.

We anticipate the following permitting activities will be required:

- NYSDEC – Section 401 of the Clean Water Act, a 401 Water Quality Certificate, Protection of Waters, and Excavation & Fill.
- NYSDEC – Joint Application Supplement D-1 for the construction, reconstruction, or repair of a dam or other impoundment structure.

- NYSDEC – SPDES General Permit (0-10-001) for stormwater discharge from construction activities, including an approved Stormwater Pollution Prevention Plan (SWPPP).
- SEQRA Review – New York State’s Environmental Quality Review Act (SEQRA – ECL Article 8 [6NYCRR Part 617]) requires an environmental assessment form (EAF) or environmental impact statement (EIS) for certain local and state government actions, such as permit issuance and project approval. Documentation that shows SEQRA is satisfied is required to be included in the Joint Application for Permit. Schnabel will assist the city in making an appropriate project classification and, if required, the city will act as lead agency. This task assumes that a short form EAF may be required, if necessary, and the city, as lead agency, will use the information in the short EAF to make a SEQRA determination. Completion of a long form EIS is not anticipated and is excluded from this task. This task also does not include Phase II surveys for threatened and endangered species or historic and cultural resources or wetland mitigation design.
- SHPA Review – New York State’s Historic Preservation Act (SHPA) requires review of any project that involves a state action (including permitting and funding). Compliance with SHPA is generally handled as part of the SEQRA review process.
- USACE – Section 404 of the Clean Water Act and Section 10 of Rivers and Harbors Act of 1899. We assume that the dam repair falls under a Nationwide Permit #3, Maintenance and therefore an individual Section 404 permit is not required. It is also assumed that this action will require a Preconstruction Notification (PCN).
- NYS DOT – NYS DOT permitting requirements will vary considerably based on the selected alternative. For example, if roadwork is limited to the highway shoulders, advance warning signs along with off-peak lane closures will generally be allowed utilizing standard work zone signage. If open cutting of the road/embankment is required, a detailed traffic analysis may be needed to determine impacts and traffic mitigation strategies, such as off-peak, non-summer work. Schnabel will determine the NYSDOT highway permit requirements for the various project alternatives being considered and will facilitate direct dialogue with the NYSDOT Region One Highway Work Permit Engineer. During the development of the project we will initiate the highway work permit application process via an introductory letter to the NYSDOT Permit Engineer and determine the NYSDOT requirements for the selected alternative. Upon receipt of NYSDOT conceptual approval, complete the final permit application for NYSDOT final approval.

TASK 7 – PROJECT MANAGEMENT, RISK REGISTER, AND STAKEHOLDER COORDINATION

This task is set aside for ongoing client, subcontractor, and regulatory management and coordination activities. This includes attendance at project progress meetings and updating project schedules and budgets.

Schnabel will attend up to three meetings with NYSDEC and NYSDOT representatives to discuss project funding opportunities, ownership of the dam, the findings of the hydrologic and hydraulic modeling for the spillway design flood, and the potential for overtopping of Route 50 during extreme weather events. Following the meetings, Schnabel will prepare meeting minutes documenting the discussions and conclusions from the meetings.

PROJECT SCHEDULE

Schnabel shall prepare and initiate this work in June 2018 and execute the tasks in accordance with the tentative schedule outline in the RFP.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. This work does not include:

- Permitting Fees
- Permitting activities in addition to the scope identified
- Phase II surveys for threatened or endangered species or historical or cultural resources
- Wetland mitigation design
- Special Public or Committee Meetings outside of City Council Meetings
- Bid Phase Services
- Construction Phase Services
- Updates to the Emergency Action Plan or Inspection and Maintenance Manual

A separate scope of work will be submitted to the city for the future bid and construction phase services.

SCHNABEL COST PROPOSAL

Our proposed fee for completing this scope of work is \$789,970, inclusive of all subcontractor fees and expenses. Below is our detailed labor estimate broken down by task and by staff. The employees identified in this table will be those who work on your project. On the following pages are copies of the fee estimates from our driller and bathymetric subcontractors. Insurance certificates for our subcontractors are provided in Section 5.

| Personnel | Hourly Rates | Task 01 - Field Explorations, Testing, and Data Report | Task 02 - Preliminary Design Phase | Task 03 - 60% Design Submittal | Task 04 - 90% Design Submittal | Task 05 - Final (100%) Design Submittal | Task 06 - Permitting | Task 07 - Project Management and Stakeholder Coordination | Total Personnel Hours | Total Fee |
|----------------------------------|--------------|--|------------------------------------|--------------------------------|--------------------------------|---|----------------------|---|-----------------------|------------|
| Total Schnabel Labor Hours | | 332 | 612 | 913 | 977 | 383 | 305 | 94 | 3615 | |
| Principal | | | | | | | | | | |
| Gregory Daviero, PhD, PE | 250 | 22 | 22 | 22 | 9 | 9 | 26 | 18 | 128 | \$ 31,900 |
| Michael Taylor, PE | | 29 | 18 | 18 | 24 | 13 | 9 | | 110 | \$ 27,500 |
| John Harrison, PE | | 18 | 18 | 44 | 26 | 24 | | | 130 | \$ 32,450 |
| Scott Raschke, PhD, PE | | | 22 | 2 | | | | | 24 | \$ 6,050 |
| Gregory Paxson, PE | | 2 | 9 | 13 | 18 | 9 | | | 51 | \$ 12,650 |
| Senior Associate | | | | | | | | | | |
| Kevin Ruswick, PE, CFM | 230 | | 97 | 18 | 20 | 18 | | | 152 | \$ 34,914 |
| Associate | | | | | | | | | | |
| Sharon Krock, PWS, F.SAME | 200 | | 9 | | | 7 | 162 | | 177 | \$ 35,420 |
| Senior Engineer | | | | | | | | | | |
| Brian Toombs, PE | 175 | 79 | 40 | 77 | 70 | 26 | 18 | 66 | 376 | \$ 65,835 |
| Melinda Dirdal, PE | | 26 | 66 | 176 | 253 | 66 | 4 | 10 | 602 | \$ 105,298 |
| Brian Crookston, PhD, PE | | | 44 | 44 | 37 | 18 | | | 143 | \$ 25,025 |
| Senior Staff Engineer | | | | | | | | | | |
| Keith Toombs, EIT (Office Labor) | 135 | 156 | 136 | 363 | 352 | 130 | 79 | | 1217 | \$ 164,241 |
| Keith Toombs, EIT (Field Labor) | | 180 | | | | | | | 180 | \$ 24,354 |
| Staff Engineer | | | | | | | | | | |
| Liz Eisenstein, EIT | 115 | | 132 | 136 | 150 | 57 | | | 475 | \$ 54,648 |
| Clerical/Admin | 82 | | | | 18 | 7 | 7 | | 31 | \$ 2,526 |
| Total Schnabel Labor Fee | | \$ 81,521 | \$ 105,798 | \$ 145,464 | \$ 153,111 | \$ 63,010 | \$ 56,223 | \$ 17,683 | | |
| Expenses | | \$ 2,850 | \$ 860 | | | | \$ 1,630 | | | \$ 5,340 |
| Laboratory Testing | | \$ 20,000 | | | | | | | | \$ 20,000 |
| Subcontractors/Subconsultants | | | | | | | | | | |
| Subcontractor - Drilling | | \$ 75,390 | | | | | | | | \$ 75,390 |
| Subcontractor - Bathymetry | | \$ 18,980 | | | | | | | | \$ 18,980 |
| Subconsultant - Transportation | | | \$ 6,330 | \$ 12,650 | \$ 9,490 | \$ 6,330 | \$ 12,650 | | | \$ 47,450 |
| TOTAL FEE | | \$ 198,741 | \$ 112,988 | \$ 158,114 | \$ 162,601 | \$ 69,340 | \$ 70,503 | \$ 17,683 | | \$ 789,970 |

Drilling Services
Loughberry Lake Dam
Saratoga Springs, New York
Proposal No. P18351
April 25, 2018



| Item | Estimated Quantity | Unit | Unit Price | Unit Total |
|--|--------------------|-------------|-------------|---------------------|
| Drill eight (8) borings to depths between 15 feet and 60 feet deep using hollow stem augers with continuous split spoon sampling. In three (3) of the borings install standpipe piezometers. Provide traffic control for single lane closure during drilling of one (1) boring. | | | | |
| NYSDOT Highway Work Permit | 1 | lump sum | \$ 150.00 | \$ 150.00 |
| Mobilization and Demobilization | 1 | lump sum | \$ 1,250.00 | \$ 1,250.00 |
| 4 1/4-inch ID hollow stem auger drilling | 260 | linear feet | \$ 26.00 | \$ 6,760.00 |
| 2-inch diameter split spoon sampling | 132 | each | \$ 24.00 | \$ 3,168.00 |
| Shelby tube sampling | 8 | attempt | \$ 125.00 | \$ 1,000.00 |
| HQ coring | | linear feet | \$ 75.00 | \$ - |
| Grout backfill of borehole | 150 | linear feet | \$ 12.00 | \$ 1,800.00 |
| 2-inch diameter PVC well installed | 110 | linear feet | \$ 22.00 | \$ 2,420.00 |
| Stickup protective cover installed | 3 | each | \$ 275.00 | \$ 825.00 |
| Per diem | 7 | day | \$ 250.00 | \$ 1,750.00 |
| Nondrilling time (clearing, moving, standby, etc.) | 16 | hour | \$ 225.00 | \$ 3,600.00 |
| MPT - single lane closure | 2 | day | \$ 2,525.00 | \$ 5,050.00 |
| Subtotal - land based borings | | | | \$ 27,773.00 |
| Drill three (3) borings to approximately 40 feet below mudline and three (3) borings to approximately 30 feet below mudline by drive and wash 4-inch flush joint casing with continuous split spoon samples. | | | | |
| Mobilization and demobilization - variable reach forklift | 2 | lump sum | \$ 460.00 | \$ 920.00 |
| Variable reach forklift to launch and retrieve portable equipment | 2 | day | \$ 1,225.00 | \$ 2,450.00 |
| Mobilization and demobilization - rig and crew | 1 | lump sum | \$ 900.00 | \$ 900.00 |
| Float and portable drill rig for in-water borings | 11 | day | \$ 2,100.00 | \$ 23,100.00 |
| Grout backfill of borehole | 210 | linear feet | \$ 8.00 | \$ 1,680.00 |
| Per diem | 11 | day | \$ 250.00 | \$ 2,750.00 |
| Subtotal - water based borings | | | | \$ 31,800.00 |
| Estimated project total | | | | \$ 59,573.00 |

Notes:

1. Assumes that Prevailing Wage Rates do NOT apply.
2. Sales tax will be applied unless appropriate documentation is provided demonstrating that work is exempt from tax.
3. Parratt-Wolff will contact Dig Safely New York (Dig Safely) to clear underground facilities at the site prior to initiating the drilling program, however please note the following:

Dig Safely will only coordinate the clearance of underground facilities for those companies subscribing to the service. Parratt-Wolff will not take responsibility for locating underground facilities operated by organizations that do not belong to Dig Safely or for any damage that may occur to these utilities if they are not located.

Utility companies will generally only clear utilities located on public property or in a utility right-of-way. Service lines are privately owned and their mark-out will be the responsibility of the property owner. Parratt-Wolff will not take responsibility for damage to privately owned utilities/services that have not been properly cleared or marked.

Parratt-Wolff, Inc.
P.O. Box 56, 5879 Fisher Road
East Syracuse, New York 13057
(800) 782-7260

Saratoga Springs, NY - Loughberry Lake Dam - P18351 - 042518.xlsx



179 River Street, Troy, New York 12180
(518) 270-1620/Fax (518) 270-1672

April 26, 2018

Brian P. Toombs, PE
Senior Engineer
28 Corporate Drive, Suite 104
Clifton Park, NY 12065

**RE: Bathymetric Mapping Proposal
Loughberry Lake, Saratoga Springs NY**

Dear Brian,

H2H Associates, LLC (H2H) is pleased to provide this proposal for bathymetric mapping services for the above referenced project, the details of which were provided during email correspondence on April 25th.

Project Understanding

We understand that as part of your geophysical investigation effort a hydrographic survey is necessary to map the lake bottom conditions of in the southern end of Loughberry Lake, a reservoir for the City of Saratoga Springs, NY. A map delineating these areas is included in this proposal.

H2H proposes that the hydrographic survey of the lake be collected using The Teledyne Oceanscience Z-boat 1800-RP Remote Control Survey Boat. The electric-battery powered, fully automated 6 ft long ROV is completely fitted with the following survey equipment:

Teledyne Odom MB2 Multibeam w/.RTA
Teledyne Odom SVP70 Sound Velocity Profiler
SBG Systems Ekinox-A Motion Sensor
Trimble SPS461 GPS / Heading Receiver
Internal PC w./ Hypack / Hysweep

The multibeam bathymetric data generated by the equipment will completely cover the lake bottom in areas that are navigable by the Z-boat (Depth > 0.8 m). Resulting mapping will be generated for the survey areas using AutoCAD software. Hydrographic survey information will be delivered as contours on a plan view map of the area, as a DTM, and as raw point cloud data.

Assumptions

1. The survey work will not be performed by a licensed surveyor.
2. Survey area is accessible and navigable with proposed equipment.
3. All survey points, CAD files and mapping generated will be provided in a coordinate system consistent with existing base mapping.

Cost and Schedule

The cost to survey the area, delimited, will not exceed \$10,000. This includes all costs incurred to perform field work and generate deliverables. We expect field work to take not more than 1-2 days. Mapping will be delivered within 3 weeks of survey effort. Field work will commence in accordance with a schedule coordinated between Schnabel and H2H during summer 2018.

5. Forms



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:  Print Name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company: Schnabel Engineering of New York Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065

Subscribed to under penalty of perjury under the laws of the State of New York, this 12 day of June, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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


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

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

Vendor Acknowledgement

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

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

Signature:  Printed name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company Name: Schnabel Engineering of New York

Company Address: 28 Corporate Drive, Suite 104, 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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Schnabel Engineering of New York
 Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
 Company Telephone No.: 518-348-8575 Company Fax No.: _____
 Consultant Primary Contact for This Project: Gregory Daviero, PhD, PE Title: Senior 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:** 6-12-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

| | | |
|--|---|-----------------------|
| PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226 | CONTACT NAME: Erika Cox | |
| | PHONE (A/C. No. Ext): 804-591-4969 | FAX (A/C. No): |
| | E-MAIL ADDRESS: ecox@scottins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Valley Forge Insurance Company (A) | 20508 |
| | INSURER B: Continental Casualty Company (A) | 20443 |
| | INSURER C: American Casualty Company of Reading, | 20427 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED SCHNA-1
Schnabel-Lachel Engineering, P.C.
dba Schnabel Engineering of New York
28 Corporate Dr., #104
Clifton Park NY 12065

COVERAGES**CERTIFICATE NUMBER:** 432255964**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6018601512 | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 6018601526 | 7/1/2017 | 7/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6018601557 | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 6018601543 | 7/1/2017 | 7/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WVBroadForm ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Equipment Floater | | | 6018601512 | 7/1/2017 | 7/1/2018 | Rented Equip/deductib 75,000/1,000 |
| B | Professional Liability | | | AEH591906042 | 1/1/2018 | 1/1/2019 | Per claim 1,000,000 |
| | \$200,000 retention | | | | | | Annual Aggregate 1,000,000 |

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability:
30-day notice of cancellation except for 10 days for nonpayment of premium
Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & See Attached...

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | | |
|----------------------------------|-----------|---|--|
| AGENCY Scott Insurance (Rich) | | NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #104 Clifton Park NY 12065 | |
| 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

for Auto Liability & Umbrella Liability

Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| | |
|--|--|
| 1a. Legal Name & Address of Insured (use street address only) Schnabel Engineering of New York 28 Corporate Drive, Suite 104 Clifton, NY 12065 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 518-348-8575 1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-0922863 2 1d. Federal Employer Identification Number of Insured or Social Security Number 262918600 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 | 3a. Name of Insurance Carrier American Casualty Co. of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC6018601543 3c. Policy effective period 7/1/2017 to 7/1/2018 3d. The Proprietor, Partners or Executive Officers are <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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


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: Erika K. Cox
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/13/18
(Signature) (Date)

Title: Commercial Account Analyst

Telephone Number of authorized representative or licensed agent of insurance carrier: (804) 545-2200

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.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Parratt-Wolff, Inc.
 Company Address: 5879 Fisher Road, East Syracuse, NY 13057
 Company Telephone No.: 315-437-1429 Company Fax No.: 315-437-1770
 Consultant Primary Contact for This Project: Sean Pepling Title: Senior Project Manager

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.

Sean Pepling

Digitally signed by Sean Pepling
DN: cn=Sean Pepling, o=Parratt-Wolff, Inc.,
ou, email=seanpepling@pwrinc.com, c=US
Date: 2018.06.13 10:34:22 -0400

Consultant Signature: _____

Date: 13 June 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207 | CONTACT NAME: Analisa Jesco PHONE (A/C, No, Ext): 518-869-3535 E-MAIL ADDRESS: ANALISA_JESCO@AJG.COM | FAX (A/C, No): 518-869-3580 |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: West American Insurance Company | | 44393 |
| INSURER B: Ohio Casualty Insurance Company | | 24074 |
| INSURER C: Western World Insurance Company | | 13196 |
| INSURER D: Travelers Indemnity Company | | 25658 |
| INSURER E: American Fire & Casualty | | 24066 |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:** 515926362**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 |
|----------|---|------------|----------|---|-------------------------|-------------------------|---|
| E | <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | BKA(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | BAW(19)58498746 | 5/15/2018 | 5/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | USO(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A 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 | N / A | XWW(19)58498746 - NY Coverage XWO(19)58498850 - All Other States | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | <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 |
| C D | Pollution/Professional Liability Excess Liability (excess of pol. USO(19)58498746) | | | EVP1001142-00 ZUP-81M31406-18-NF | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | Limit (Each/Aggr) 5,000,000 6000000/10000000 Excess of 5000000 underlying |

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

General Liability Additional Insured Status Granted per Form CG8584(04/13) Completed Operations per form CG8583(04/13) Auto Additional Insure: CA 88 10 (01/10) Pollution/Professional per form: AWW-ECC 0310 0714 Automatic Additional Insured - Owners, Lessees, or Contractors, AWW-ECC 0373 0814 Additional Insured - Owners, Lessees or Contractors - Completed Operations
RE: RFP 2018-17 Loughberry Lake Dam Project Professional Services
Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply. A waiver of subrogation applies in favor of Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents under each of the policies. This policy is primary and a non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additionally insured's. *A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New York
28 Corporate Drive Clifton Park, NY 12065
and its client City of Saratoga Springs
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: H2H Associates LLC
 Company Address: 179 River Street, Troy, NY 12180
 Company Telephone No.: 518-270-1620 Company Fax No.: 518-270-1672
 Consultant Primary Contact for This Project: Richard Hisert 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: 6/13/18



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
H2H Associates LLC
179 River Street
Troy, NY 12180

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 | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 1,000,000 | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| SARA003 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  |

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE **2**
Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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).

| | | | |
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| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 1,000,000 |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

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

James H. Murray

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NOTEPAD:

HOLDER CODE

INSURED'S NAME **H2H Associates LLC****H2HASS2****OP ID: CO**PAGE **2**Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – COVERAGES
A & D**

SCHEDULE

Designated Construction Projects:

Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in a written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A and COVERAGE D**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below in 5.b.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which cannot be attributed only to ongoing operations as shown in the schedule above:

1. Any payments made under **SECTION I –COVERAGE A and COVERAGE D** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: M.G. McLaren P.C. / McLaren Technical Services Inc.
 Company Address: 100 Snake Hill Road, West Nyack, NY 10994
 Company Telephone No.: 845-353-6400 Company Fax No.: 845-353-6509
 Consultant Primary Contact for This Project: William J McCarthy III 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: William J. McCarthy III Date: 6/13/18



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/11/2018

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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack, NY 10994 | INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 20443 20508 |

COVERAGES**CERTIFICATE NUMBER:** W6457794**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 | Y | | B6011138099 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input checked="" type="checkbox"/> Contractual Liability | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | B6011105569 | 06/13/2018 | 06/13/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | B6011138118 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input type="checkbox"/> N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

City of Saratoga Springs is included as an Additional Insured as respects to General Liability.

The General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs.

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  |
|---|---|

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ACORD 25 (2016/03)

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SR ID: 16291431

BATCH: 742951



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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

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

| | | | | |
|--|--|---|--|--------------------------------------|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | | CONTACT NAME: PHONE (A/C. No. Ext): 516-869-8788 E-MAIL ADDRESS: | | FAX (A/C. No): 1-516-706-2973 |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A : New Hampshire Insurance Compan | | 23841 |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack NY 10994 | | INSURER B : | | |
| | | INSURER C : | | |
| | | INSURER D : | | |
| | | INSURER E : | | |
| | | INSURER F : | | |

COVERAGES**CERTIFICATE NUMBER:** 2014384410**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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> 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 | PROFESSIONAL LIABILITY | | | 31711029 | 6/13/2018 | 6/13/2019 | \$2,000,000 \$2,000,000 \$75,000 Ded. EACH CLAIM AGGREGATE |

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

CONTRACTORS POLLUTION COVERAGE IS INCLUDED IN THE PROFESSIONAL LIABILITY POLICY

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

CERTIFICATE HOLDER**CANCELLATION** 30 day cancellation notice applies

| | |
|--|--|
| 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 |

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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)

M.G. MCLAREN PC

D/B/A MCLAREN ENGINEERING GROUP

**100 SNAKE HILL ROAD
WEST NYACK, NY 10994**

1b. Business Telephone Number of Insured

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

2200587

1d. Federal Employer Identification Number of Insured
or Social Security Number

133172836

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

PROOF OF COVERAGE

CITY OF SARATOGA SPRINGS

OFFICE OF RISK AND SAFETY

474 BROADWAY

SARATOGA SPRINGS, NY 12866

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL138894

3c. Policy effective period:

01/01/2018

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.

Date Signed **12/7/2017**

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **516-829-8100**

Title **Chief Executive Officer**

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 the purposes of Section 220, Subd. 8 of the Disability Benefits Law.

It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, **328 State Street, Schenectady, NY 12305**.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York Worker's Compensation Board

According to information maintained by the NYS Worker's 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 Worker's 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.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133172836

M.G. MCLAREN, P.C. D/B/A MCLAREN
ENGINEERING GROUP
100 SNAKE HILL ROAD
WEST NYACK NY 10994



SCAN TO VALIDATE
AND SUBSCRIBE

| | | | |
|---|------------------------------|---|-------------------|
| POLICYHOLDER M.G. MCLAREN, P.C. D/B/A MCLAREN ENGINEERING GROUP 100 SNAKE HILL ROAD WEST NYACK NY 10994 | | CERTIFICATE HOLDER 180633.00 SARATOGA CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS NY 12866 | |
| POLICY NUMBER W 709 062-4 | CERTIFICATE NUMBER 761952 | POLICY PERIOD 09/22/2017 TO 09/22/2018 | DATE 6/11/2018 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 709 062-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1012101187

SCHNABEL COST PROPOSAL

Our proposed fee for completing this scope of work is \$789,970, inclusive of all subcontractor fees and expenses. Below is our detailed labor estimate broken down by task and by staff. The employees identified in this table will be those who work on your project. On the following pages are copies of the fee estimates from our driller and bathymetric subcontractors. Insurance certificates for our subcontractors are provided in Section 5.

| Personnel | Hourly Rates | Task 01 - Field Explorations, Testing, and Data Report | Task 02 - Preliminary Design Phase | Task 03 - 60% Design Submittal | Task 04 - 90% Design Submittal | Task 05 - Final (100%) Design Submittal | Task 06 - Permitting | Task 07 - Project Management and Stakeholder Coordination | Total Personnel Hours | Total Fee |
|----------------------------------|--------------|--|------------------------------------|--------------------------------|--------------------------------|---|----------------------|---|-----------------------|------------|
| Total Schnabel Labor Hours | | 332 | 612 | 913 | 977 | 383 | 305 | 94 | 3615 | |
| Principal | | | | | | | | | | |
| Gregory Daviero, PhD, PE | 250 | 22 | 22 | 22 | 9 | 9 | 26 | 18 | 128 | \$ 31,900 |
| Michael Taylor, PE | | 29 | 18 | 18 | 24 | 13 | 9 | | 110 | \$ 27,500 |
| John Harrison, PE | | 18 | 18 | 44 | 26 | 24 | | | 130 | \$ 32,450 |
| Scott Raschke, PhD, PE | | | 22 | 2 | | | | | 24 | \$ 6,050 |
| Gregory Paxson, PE | | 2 | 9 | 13 | 18 | 9 | | | 51 | \$ 12,650 |
| Senior Associate | | | | | | | | | | |
| Kevin Ruswick, PE, CFM | 230 | | 97 | 18 | 20 | 18 | | | 152 | \$ 34,914 |
| Associate | | | | | | | | | | |
| Sharon Krock, PWS, F.SAME | 200 | | 9 | | | 7 | 162 | | 177 | \$ 35,420 |
| Senior Engineer | | | | | | | | | | |
| Brian Toombs, PE | 175 | 79 | 40 | 77 | 70 | 26 | 18 | 66 | 376 | \$ 65,835 |
| Melinda Dirdal, PE | | 26 | 66 | 176 | 253 | 66 | 4 | 10 | 602 | \$ 105,298 |
| Brian Crookston, PhD, PE | | | 44 | 44 | 37 | 18 | | | 143 | \$ 25,025 |
| Senior Staff Engineer | | | | | | | | | | |
| Keith Toombs, EIT (Office Labor) | 135 | 156 | 136 | 363 | 352 | 130 | 79 | | 1217 | \$ 164,241 |
| Keith Toombs, EIT (Field Labor) | | 180 | | | | | | | 180 | \$ 24,354 |
| Staff Engineer | | | | | | | | | | |
| Liz Eisenstein, EIT | 115 | | 132 | 136 | 150 | 57 | | | 475 | \$ 54,648 |
| Clerical/Admin | 82 | | | | 18 | 7 | 7 | | 31 | \$ 2,526 |
| Total Schnabel Labor Fee | | \$ 81,521 | \$ 105,798 | \$ 145,464 | \$ 153,111 | \$ 63,010 | \$ 56,223 | \$ 17,683 | | |
| Expenses | | \$ 2,850 | \$ 860 | | | | \$ 1,630 | | | \$ 5,340 |
| Laboratory Testing | | \$ 20,000 | | | | | | | | \$ 20,000 |
| Subcontractors/Subconsultants | | | | | | | | | | |
| Subcontractor - Drilling | | \$ 75,390 | | | | | | | | \$ 75,390 |
| Subcontractor - Bathymetry | | \$ 18,980 | | | | | | | | \$ 18,980 |
| Subconsultant - Transportation | | | \$ 6,330 | \$ 12,650 | \$ 9,490 | \$ 6,330 | \$ 12,650 | | | \$ 47,450 |
| TOTAL FEE | | \$ 198,741 | \$ 112,988 | \$ 158,114 | \$ 162,601 | \$ 69,340 | \$ 70,503 | \$ 17,683 | | \$ 789,970 |

Drilling Services
Loughberry Lake Dam
Saratoga Springs, New York
Proposal No. P18351
April 25, 2018



| Item | Estimated Quantity | Unit | Unit Price | Unit Total |
|--|--------------------|-------------|-------------|---------------------|
| Drill eight (8) borings to depths between 15 feet and 60 feet deep using hollow stem augers with continuous split spoon sampling. In three (3) of the borings install standpipe piezometers. Provide traffic control for single lane closure during drilling of one (1) boring. | | | | |
| NYSDOT Highway Work Permit | 1 | lump sum | \$ 150.00 | \$ 150.00 |
| Mobilization and Demobilization | 1 | lump sum | \$ 1,250.00 | \$ 1,250.00 |
| 4 1/4-inch ID hollow stem auger drilling | 260 | linear feet | \$ 26.00 | \$ 6,760.00 |
| 2-inch diameter split spoon sampling | 132 | each | \$ 24.00 | \$ 3,168.00 |
| Shelby tube sampling | 8 | attempt | \$ 125.00 | \$ 1,000.00 |
| HQ coring | | linear feet | \$ 75.00 | \$ - |
| Grout backfill of borehole | 150 | linear feet | \$ 12.00 | \$ 1,800.00 |
| 2-inch diameter PVC well installed | 110 | linear feet | \$ 22.00 | \$ 2,420.00 |
| Stickup protective cover installed | 3 | each | \$ 275.00 | \$ 825.00 |
| Per diem | 7 | day | \$ 250.00 | \$ 1,750.00 |
| Nondrilling time (clearing, moving, standby, etc.) | 16 | hour | \$ 225.00 | \$ 3,600.00 |
| MPT - single lane closure | 2 | day | \$ 2,525.00 | \$ 5,050.00 |
| Subtotal - land based borings | | | | \$ 27,773.00 |
| Drill three (3) borings to approximately 40 feet below mudline and three (3) borings to approximately 30 feet below mudline by drive and wash 4-inch flush joint casing with continuous split spoon samples. | | | | |
| Mobilization and demobilization - variable reach forklift | 2 | lump sum | \$ 460.00 | \$ 920.00 |
| Variable reach forklift to launch and retrieve portable equipment | 2 | day | \$ 1,225.00 | \$ 2,450.00 |
| Mobilization and demobilization - rig and crew | 1 | lump sum | \$ 900.00 | \$ 900.00 |
| Float and portable drill rig for in-water borings | 11 | day | \$ 2,100.00 | \$ 23,100.00 |
| Grout backfill of borehole | 210 | linear feet | \$ 8.00 | \$ 1,680.00 |
| Per diem | 11 | day | \$ 250.00 | \$ 2,750.00 |
| Subtotal - water based borings | | | | \$ 31,800.00 |
| Estimated project total | | | | \$ 59,573.00 |

Notes:

1. Assumes that Prevailing Wage Rates do NOT apply.
2. Sales tax will be applied unless appropriate documentation is provided demonstrating that work is exempt from tax.
3. Parratt-Wolff will contact Dig Safely New York (Dig Safely) to clear underground facilities at the site prior to initiating the drilling program, however please note the following:

Dig Safely will only coordinate the clearance of underground facilities for those companies subscribing to the service. Parratt-Wolff will not take responsibility for locating underground facilities operated by organizations that do not belong to Dig Safely or for any damage that may occur to these utilities if they are not located.

Utility companies will generally only clear utilities located on public property or in a utility right-of-way. Service lines are privately owned and their mark-out will be the responsibility of the property owner. Parratt-Wolff will not take responsibility for damage to privately owned utilities/services that have not been properly cleared or marked.

Parratt-Wolff, Inc.
P.O. Box 56, 5879 Fisher Road
East Syracuse, New York 13057
(800) 782-7260

Saratoga Springs, NY - Loughberry Lake Dam - P18351 - 042518.xlsx



179 River Street, Troy, New York 12180
(518) 270-1620/Fax (518) 270-1672

April 26, 2018

Brian P. Toombs, PE
Senior Engineer
28 Corporate Drive, Suite 104
Clifton Park, NY 12065

**RE: Bathymetric Mapping Proposal
Loughberry Lake, Saratoga Springs NY**

Dear Brian,

H2H Associates, LLC (H2H) is pleased to provide this proposal for bathymetric mapping services for the above referenced project, the details of which were provided during email correspondence on April 25th.

Project Understanding

We understand that as part of your geophysical investigation effort a hydrographic survey is necessary to map the lake bottom conditions of in the southern end of Loughberry Lake, a reservoir for the City of Saratoga Springs, NY. A map delineating these areas is included in this proposal.

H2H proposes that the hydrographic survey of the lake be collected using The Teledyne Oceanscience Z-boat 1800-RP Remote Control Survey Boat. The electric-battery powered, fully automated 6 ft long ROV is completely fitted with the following survey equipment:

Teledyne Odom MB2 Multibeam w/.RTA
Teledyne Odom SVP70 Sound Velocity Profiler
SBG Systems Ekinox-A Motion Sensor
Trimble SPS461 GPS / Heading Receiver
Internal PC w./ Hypack / Hysweep

The multibeam bathymetric data generated by the equipment will completely cover the lake bottom in areas that are navigable by the Z-boat (Depth > 0.8 m). Resulting mapping will be generated for the survey areas using AutoCAD software. Hydrographic survey information will be delivered as contours on a plan view map of the area, as a DTM, and as raw point cloud data.

Assumptions

1. The survey work will not be performed by a licensed surveyor.
2. Survey area is accessible and navigable with proposed equipment.
3. All survey points, CAD files and mapping generated will be provided in a coordinate system consistent with existing base mapping.

Cost and Schedule

The cost to survey the area, delimited, will not exceed \$10,000. This includes all costs incurred to perform field work and generate deliverables. We expect field work to take not more than 1-2 days. Mapping will be delivered within 3 weeks of survey effort. Field work will commence in accordance with a schedule coordinated between Schnabel and H2H during summer 2018.

5. Forms



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:  Print Name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company: Schnabel Engineering of New York Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065

Subscribed to under penalty of perjury under the laws of the State of New York, this 12 day of June, 2018 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

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

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

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

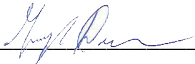
At a minimum, the City requires that all vendors/suppliers meet the following standards:

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

Vendor Acknowledgement

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

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

Signature:  Printed name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company Name: Schnabel Engineering of New York

Company Address: 28 Corporate Drive, Suite 104, 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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Schnabel Engineering of New York
 Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
 Company Telephone No.: 518-348-8575 Company Fax No.: _____
 Consultant Primary Contact for This Project: Gregory Daviero, PhD, PE Title: Senior 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:** 6-12-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

| | | |
|--|---|-----------------------|
| PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226 | CONTACT NAME: Erika Cox | |
| | PHONE (A/C. No. Ext): 804-591-4969 | FAX (A/C. No): |
| | E-MAIL ADDRESS: ecox@scottins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Valley Forge Insurance Company (A) | 20508 |
| | INSURER B: Continental Casualty Company (A) | 20443 |
| | INSURER C: American Casualty Company of Reading, | 20427 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED SCHNA-1
Schnabel-Lachel Engineering, P.C.
dba Schnabel Engineering of New York
28 Corporate Dr., #104
Clifton Park NY 12065

COVERAGES**CERTIFICATE NUMBER:** 432255964**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6018601512 | 7/1/2017 | 7/1/2018 | 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 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 6018601526 | 7/1/2017 | 7/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6018601557 | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 6018601543 | 7/1/2017 | 7/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WVBroadForm ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Equipment Floater | | | 6018601512 | 7/1/2017 | 7/1/2018 | Rented Equip/deductib 75,000/1,000 |
| B | Professional Liability \$200,000 retention | | | AEH591906042 | 1/1/2018 | 1/1/2019 | Per claim 1,000,000 Annual Aggregate 1,000,000 |

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability:
30-day notice of cancellation except for 10 days for nonpayment of premium
Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & See Attached...

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | |
|----------------------------------|-----------|---|
| AGENCY Scott Insurance (Rich) | | NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #104 Clifton Park NY 12065 |
| 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

for Auto Liability & Umbrella Liability

Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| | |
|--|--|
| 1a. Legal Name & Address of Insured (use street address only) Schnabel Engineering of New York 28 Corporate Drive, Suite 104 Clifton, NY 12065 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 518-348-8575 1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-0922863 2 1d. Federal Employer Identification Number of Insured or Social Security Number 262918600 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 | 3a. Name of Insurance Carrier American Casualty Co. of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC6018601543 3c. Policy effective period 7/1/2017 to 7/1/2018 3d. The Proprietor, Partners or Executive Officers are <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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


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: Erika K. Cox
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/13/18
(Signature) (Date)

Title: Commercial Account Analyst

Telephone Number of authorized representative or licensed agent of insurance carrier: (804) 545-2200

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.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
Company Name: Parratt-Wolff, Inc.
Company Address: 5879 Fisher Road, East Syracuse, NY 13057
Company Telephone No.: 315-437-1429 Company Fax No.: 315-437-1770
Consultant Primary Contact for This Project: Sean Pepling Title: Senior Project Manager

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.

Sean Pepling

Digitally signed by Sean Pepling
DN: cn=Sean Pepling, o=Parratt-Wolff, Inc.,
ou, email=seanpepling@pwinc.com, c=US
Date: 2018.06.13 10:34:22 -0400

Consultant Signature: _____

Date: 13 June 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207 | CONTACT NAME: Analisa Jesco | FAX (A/C, No): 518-869-3580 | |
| | PHONE (A/C, No, Ext): 518-869-3535 | E-MAIL ADDRESS: ANALISA_JESCO@AJG.COM | |
| INSURED Parratt-Wolff, Inc. 5879 Fisher Road East Syracuse NY 13057 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: West American Insurance Company | | 44393 |
| | INSURER B: Ohio Casualty Insurance Company | | 24074 |
| | INSURER C: Western World Insurance Company | | 13196 |
| | INSURER D: Travelers Indemnity Company | | 25658 |
| | INSURER E: American Fire & Casualty | | 24066 |
| INSURER F: | | | |

COVERAGES**CERTIFICATE NUMBER:** 515926362**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 |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| E | <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | BKA(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | BAW(19)58498746 | 5/15/2018 | 5/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | USO(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | XWW(19)58498746 - NY Coverage XWO(19)58498850 - All Other States | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | <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 |
| C D | Pollution/Professional Liability Excess Liability (excess of pol. USO(19)58498746) | | | EVP1001142-00 ZUP-81M31406-18-NF | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | Limit (Each/Aggr) 5,000,000 6000000/10000000 Excess of 5000000 underlying |

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

General Liability Additional Insured Status Granted per Form CG8584(04/13) Completed Operations per form CG8583(04/13) Auto Additional Insure: CA 88 10 (01/10) Pollution/Professional per form: AWW-ECC 0310 0714 Automatic Additional Insured - Owners, Lessees, or Contractors, AWW-ECC 0373 0814 Additional Insured - Owners, Lessees or Contractors - Completed Operations
RE: RFP 2018-17 Loughberry Lake Dam Project Professional Services
Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply. A waiver of subrogation applies in favor of Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents under each of the policies. This policy is primary and a non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additionally insured's. *A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New York
28 Corporate Drive Clifton Park, NY 12065
and its client City of Saratoga Springs
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
Company Name: H2H Associates LLC
Company Address: 179 River Street, Troy, NY 12180
Company Telephone No.: 518-270-1620 Company Fax No.: 518-270-1672
Consultant Primary Contact for This Project: Richard Hisert 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.

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- **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.

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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: 6/13/18



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
H2H Associates LLC
179 River Street
Troy, NY 12180

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 | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 1,000,000 | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| SARA003 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  |

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE **2**
Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

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

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
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| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 1,000,000 | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

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

James H. Murray

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NOTEPAD:

HOLDER CODE

INSURED'S NAME **H2H Associates LLC****H2HASS2****OP ID: CO**PAGE **2**Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – COVERAGES
A & D**

SCHEDULE

Designated Construction Projects:

Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in a written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A and COVERAGE D**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below in 5.b.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which cannot be attributed only to ongoing operations as shown in the schedule above:

1. Any payments made under **SECTION I –COVERAGE A and COVERAGE D** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: M.G. McLaren P.C. / McLaren Technical Services Inc.
 Company Address: 100 Snake Hill Road, West Nyack, NY 10994
 Company Telephone No.: 845-353-6400 Company Fax No.: 845-353-6509
 Consultant Primary Contact for This Project: William J McCarthy III 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: William J. McCarthy III Date: 6/13/18



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/11/2018

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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com | | FAX (A/C No): 1-888-467-2378 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | | NAIC # 20443 20508 |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack, NY 10994 | | | |

COVERAGES**CERTIFICATE NUMBER:** W6457794**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 | Y | | B6011138099 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input checked="" type="checkbox"/> Contractual Liability | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY | | | B6011105569 | 06/13/2018 | 06/13/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> | | | | | | PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | B6011138118 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| | 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 <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 \$ |


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

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

City of Saratoga Springs is included as an Additional Insured as respects to General Liability.

The General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs.

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  |

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ACORD 25 (2016/03)

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SR ID: 16291431

BATCH: 742951



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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

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

| | | | | |
|--|--|---|--|--------------------------------------|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | | CONTACT NAME: PHONE (A/C. No. Ext): 516-869-8788 E-MAIL ADDRESS: | | FAX (A/C. No): 1-516-706-2973 |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A : New Hampshire Insurance Compan | | 23841 |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack NY 10994 | | INSURER B : | | |
| | | INSURER C : | | |
| | | INSURER D : | | |
| | | INSURER E : | | |
| | | INSURER F : | | |

COVERAGES**CERTIFICATE NUMBER:** 2014384410**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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> 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 | PROFESSIONAL LIABILITY | | | 31711029 | 6/13/2018 | 6/13/2019 | \$2,000,000 \$2,000,000 \$75,000 Ded. EACH CLAIM AGGREGATE |

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

CONTRACTORS POLLUTION COVERAGE IS INCLUDED IN THE PROFESSIONAL LIABILITY POLICY

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

CERTIFICATE HOLDER**CANCELLATION** 30 day cancellation notice applies

| | |
|--|--|
| 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 |

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**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)

M.G. MCLAREN PC

D/B/A MCLAREN ENGINEERING GROUP

**100 SNAKE HILL ROAD
WEST NYACK, NY 10994**

1b. Business Telephone Number of Insured

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

2200587

1d. Federal Employer Identification Number of Insured
or Social Security Number

133172836

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

PROOF OF COVERAGE

CITY OF SARATOGA SPRINGS

OFFICE OF RISK AND SAFETY

474 BROADWAY

SARATOGA SPRINGS, NY 12866

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL138894

3c. Policy effective period:

01/01/2018

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.

Date Signed **12/7/2017**

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **516-829-8100**

Title **Chief Executive Officer**

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 the purposes of Section 220, Subd. 8 of the Disability Benefits Law.

It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, **328 State Street, Schenectady, NY 12305**.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's 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 Worker's 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133172836

M.G. MCLAREN, P.C. D/B/A MCLAREN
ENGINEERING GROUP
100 SNAKE HILL ROAD
WEST NYACK NY 10994



SCAN TO VALIDATE
AND SUBSCRIBE

| | | | |
|---|------------------------------|---|-------------------|
| POLICYHOLDER M.G. MCLAREN, P.C. D/B/A MCLAREN ENGINEERING GROUP 100 SNAKE HILL ROAD WEST NYACK NY 10994 | | CERTIFICATE HOLDER 180633.00 SARATOGA CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS NY 12866 | |
| POLICY NUMBER W 709 062-4 | CERTIFICATE NUMBER 761952 | POLICY PERIOD 09/22/2017 TO 09/22/2018 | DATE 6/11/2018 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 709 062-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1012101187



City of Saratoga Springs, NY Contract

City Project Number: 2018-27 City Project Name: Loughberry Lake Dam Spillway Project Design & Permitting
City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
Company Name: Schnabel Engineering of New York
Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
Company Telephone No.: 518-348-8575 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Greg Daviero, Ph.D, PE Title: Principal
Primary Contact Email: gdaviero@schnabel-eng.com
Service to be Provided: Professional Engineering Design & Permitting Services
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for Proposals for the Loughberry Lake Dam Project Professional Services, the Vendor and/or Service Provider submitted a proposal dated June 12, 2018 (the "Proposal/Statement of Work"), which is 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 subcontracts 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 Seven Hundred Eight Nine Thousand Nine Hundred Seventy Dollars (\$789,970), a copy of which is annexed hereto as Exhibit A 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 Gregory Daviero, Ph.D, 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: Schnabel Engineering of New York, 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
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 resulting 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 Vendor and/or Service Provider 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. The City acknowledges that such written reports, opinions and advice are not intended or represented to be suitable for reuse by the City or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation 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 Contractor 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 contractor 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:

- 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 on all policies except for Professional Liability and Workers Compensation 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 (except for Professional Liability and Workers Compensation) for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its agents and employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, reimbursement of reasonable 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 and is 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 its Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, damage, loss or expense 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 caused by the negligent acts, errors or omissions by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this Agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this Agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature:  Date: 06/20/2018

Print Name: Michael C. Canino Title: Senior Vice President

City of Saratoga Springs' Signature: _____ Date: _____

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

SCHNABEL COST PROPOSAL

Our proposed fee for completing this scope of work is \$789,970, inclusive of all subcontractor fees and expenses. Below is our detailed labor estimate broken down by task and by staff. The employees identified in this table will be those who work on your project. On the following pages are copies of the fee estimates from our driller and bathymetric subcontractors. Insurance certificates for our subcontractors are provided in Section 5.

| Personnel | Hourly Rates | Task 01 - Field Explorations, Testing, and Data Report | Task 02 - Preliminary Design Phase | Task 03 - 60% Design Submittal | Task 04 - 90% Design Submittal | Task 05 - Final (100%) Design Submittal | Task 06 - Permitting | Task 07 - Project Management and Stakeholder Coordination | Total Personnel Hours | Total Fee |
|----------------------------------|--------------|--|------------------------------------|--------------------------------|--------------------------------|---|----------------------|---|-----------------------|------------|
| Total Schnabel Labor Hours | | 332 | 612 | 913 | 977 | 383 | 305 | 94 | 3615 | |
| Principal | | | | | | | | | | |
| Gregory Daviero, PhD, PE | 250 | 22 | 22 | 22 | 9 | 9 | 26 | 18 | 128 | \$ 31,900 |
| Michael Taylor, PE | | 29 | 18 | 18 | 24 | 13 | 9 | | 110 | \$ 27,500 |
| John Harrison, PE | | 18 | 18 | 44 | 26 | 24 | | | 130 | \$ 32,450 |
| Scott Raschke, PhD, PE | | | 22 | 2 | | | | | 24 | \$ 6,050 |
| Gregory Paxson, PE | | 2 | 9 | 13 | 18 | 9 | | | 51 | \$ 12,650 |
| Senior Associate | | | | | | | | | | |
| Kevin Ruswick, PE, CFM | 230 | | 97 | 18 | 20 | 18 | | | 152 | \$ 34,914 |
| Associate | | | | | | | | | | |
| Sharon Krock, PWS, F.SAME | 200 | | 9 | | | 7 | 162 | | 177 | \$ 35,420 |
| Senior Engineer | | | | | | | | | | |
| Brian Toombs, PE | 175 | 79 | 40 | 77 | 70 | 26 | 18 | 66 | 376 | \$ 65,835 |
| Melinda Dirdal, PE | | 26 | 66 | 176 | 253 | 66 | 4 | 10 | 602 | \$ 105,298 |
| Brian Crookston, PhD, PE | | | 44 | 44 | 37 | 18 | | | 143 | \$ 25,025 |
| Senior Staff Engineer | | | | | | | | | | |
| Keith Toombs, EIT (Office Labor) | 135 | 156 | 136 | 363 | 352 | 130 | 79 | | 1217 | \$ 164,241 |
| Keith Toombs, EIT (Field Labor) | | 180 | | | | | | | 180 | \$ 24,354 |
| Staff Engineer | | | | | | | | | | |
| Liz Eisenstein, EIT | 115 | | 132 | 136 | 150 | 57 | | | 475 | \$ 54,648 |
| Clerical/Admin | 82 | | | | 18 | 7 | 7 | | 31 | \$ 2,526 |
| Total Schnabel Labor Fee | | \$ 81,521 | \$ 105,798 | \$ 145,464 | \$ 153,111 | \$ 63,010 | \$ 56,223 | \$ 17,683 | | |
| Expenses | | \$ 2,850 | \$ 860 | | | | \$ 1,630 | | | \$ 5,340 |
| Laboratory Testing | | \$ 20,000 | | | | | | | | \$ 20,000 |
| Subcontractors/Subconsultants | | | | | | | | | | |
| Subcontractor - Drilling | | \$ 75,390 | | | | | | | | \$ 75,390 |
| Subcontractor - Bathymetry | | \$ 18,980 | | | | | | | | \$ 18,980 |
| Subconsultant - Transportation | | | \$ 6,330 | \$ 12,650 | \$ 9,490 | \$ 6,330 | \$ 12,650 | | | \$ 47,450 |
| TOTAL FEE | | \$ 198,741 | \$ 112,988 | \$ 158,114 | \$ 162,601 | \$ 69,340 | \$ 70,503 | \$ 17,683 | | \$ 789,970 |

Drilling Services
Loughberry Lake Dam
Saratoga Springs, New York
Proposal No. P18351
April 25, 2018



| Item | Estimated Quantity | Unit | Unit Price | Unit Total |
|--|--------------------|-------------|-------------|---------------------|
| Drill eight (8) borings to depths between 15 feet and 60 feet deep using hollow stem augers with continuous split spoon sampling. In three (3) of the borings install standpipe piezometers. Provide traffic control for single lane closure during drilling of one (1) boring. | | | | |
| NYSDOT Highway Work Permit | 1 | lump sum | \$ 150.00 | \$ 150.00 |
| Mobilization and Demobilization | 1 | lump sum | \$ 1,250.00 | \$ 1,250.00 |
| 4 1/4-inch ID hollow stem auger drilling | 260 | linear feet | \$ 26.00 | \$ 6,760.00 |
| 2-inch diameter split spoon sampling | 132 | each | \$ 24.00 | \$ 3,168.00 |
| Shelby tube sampling | 8 | attempt | \$ 125.00 | \$ 1,000.00 |
| HQ coring | | linear feet | \$ 75.00 | \$ - |
| Grout backfill of borehole | 150 | linear feet | \$ 12.00 | \$ 1,800.00 |
| 2-inch diameter PVC well installed | 110 | linear feet | \$ 22.00 | \$ 2,420.00 |
| Stickup protective cover installed | 3 | each | \$ 275.00 | \$ 825.00 |
| Per diem | 7 | day | \$ 250.00 | \$ 1,750.00 |
| Nondrilling time (clearing, moving, standby, etc.) | 16 | hour | \$ 225.00 | \$ 3,600.00 |
| MPT - single lane closure | 2 | day | \$ 2,525.00 | \$ 5,050.00 |
| Subtotal - land based borings | | | | \$ 27,773.00 |
| Drill three (3) borings to approximately 40 feet below mudline and three (3) borings to approximately 30 feet below mudline by drive and wash 4-inch flush joint casing with continuous split spoon samples. | | | | |
| Mobilization and demobilization - variable reach forklift | 2 | lump sum | \$ 460.00 | \$ 920.00 |
| Variable reach forklift to launch and retrieve portable equipment | 2 | day | \$ 1,225.00 | \$ 2,450.00 |
| Mobilization and demobilization - rig and crew | 1 | lump sum | \$ 900.00 | \$ 900.00 |
| Float and portable drill rig for in-water borings | 11 | day | \$ 2,100.00 | \$ 23,100.00 |
| Grout backfill of borehole | 210 | linear feet | \$ 8.00 | \$ 1,680.00 |
| Per diem | 11 | day | \$ 250.00 | \$ 2,750.00 |
| Subtotal - water based borings | | | | \$ 31,800.00 |
| Estimated project total | | | | \$ 59,573.00 |

Notes:

1. Assumes that Prevailing Wage Rates do NOT apply.
2. Sales tax will be applied unless appropriate documentation is provided demonstrating that work is exempt from tax.
3. Parratt-Wolff will contact Dig Safely New York (Dig Safely) to clear underground facilities at the site prior to initiating the drilling program, however please note the following:

Dig Safely will only coordinate the clearance of underground facilities for those companies subscribing to the service. Parratt-Wolff will not take responsibility for locating underground facilities operated by organizations that do not belong to Dig Safely or for any damage that may occur to these utilities if they are not located.

Utility companies will generally only clear utilities located on public property or in a utility right-of-way. Service lines are privately owned and their mark-out will be the responsibility of the property owner. Parratt-Wolff will not take responsibility for damage to privately owned utilities/services that have not been properly cleared or marked.

Parratt-Wolff, Inc.
P.O. Box 56, 5879 Fisher Road
East Syracuse, New York 13057
(800) 782-7260

Saratoga Springs, NY - Loughberry Lake Dam - P18351 - 042518.xlsx



179 River Street, Troy, New York 12180
(518) 270-1620/Fax (518) 270-1672

April 26, 2018

Brian P. Toombs, PE
Senior Engineer
28 Corporate Drive, Suite 104
Clifton Park, NY 12065

**RE: Bathymetric Mapping Proposal
Loughberry Lake, Saratoga Springs NY**

Dear Brian,

H2H Associates, LLC (H2H) is pleased to provide this proposal for bathymetric mapping services for the above referenced project, the details of which were provided during email correspondence on April 25th.

Project Understanding

We understand that as part of your geophysical investigation effort a hydrographic survey is necessary to map the lake bottom conditions of in the southern end of Loughberry Lake, a reservoir for the City of Saratoga Springs, NY. A map delineating these areas is included in this proposal.

H2H proposes that the hydrographic survey of the lake be collected using The Teledyne Oceanscience Z-boat 1800-RP Remote Control Survey Boat. The electric-battery powered, fully automated 6 ft long ROV is completely fitted with the following survey equipment:

Teledyne Odom MB2 Multibeam w/.RTA
Teledyne Odom SVP70 Sound Velocity Profiler
SBG Systems Ekinox-A Motion Sensor
Trimble SPS461 GPS / Heading Receiver
Internal PC w./ Hypack / Hysweep

The multibeam bathymetric data generated by the equipment will completely cover the lake bottom in areas that are navigable by the Z-boat (Depth > 0.8 m). Resulting mapping will be generated for the survey areas using AutoCAD software. Hydrographic survey information will be delivered as contours on a plan view map of the area, as a DTM, and as raw point cloud data.

Assumptions

1. The survey work will not be performed by a licensed surveyor.
2. Survey area is accessible and navigable with proposed equipment.
3. All survey points, CAD files and mapping generated will be provided in a coordinate system consistent with existing base mapping.

Cost and Schedule

The cost to survey the area, delimited, will not exceed \$10,000. This includes all costs incurred to perform field work and generate deliverables. We expect field work to take not more than 1-2 days. Mapping will be delivered within 3 weeks of survey effort. Field work will commence in accordance with a schedule coordinated between Schnabel and H2H during summer 2018.

5. Forms



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:  Print Name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company: Schnabel Engineering of New York Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065

Subscribed to under penalty of perjury under the laws of the State of New York, this 12 day of June, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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


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

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

Vendor Acknowledgement

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

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

Signature:  Printed name: Gregory Daviero, PhD, PE

Title: Senior Vice President Date: 6-12-18

Company Name: Schnabel Engineering of New York

Company Address: 28 Corporate Drive, Suite 104, 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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Schnabel Engineering of New York
 Company Address: 28 Corporate Drive, Suite 104, Clifton Park, NY 12065
 Company Telephone No.: 518-348-8575 Company Fax No.: _____
 Consultant Primary Contact for This Project: Gregory Daviero, PhD, PE Title: Senior 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:** 6-12-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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

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

| | | |
|--|---|-----------------------|
| PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226 | CONTACT NAME: Erika Cox | |
| | PHONE (A/C. No. Ext): 804-591-4969 | FAX (A/C. No): |
| | E-MAIL ADDRESS: ecox@scottins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Valley Forge Insurance Company (A) | 20508 |
| | INSURER B: Continental Casualty Company (A) | 20443 |
| | INSURER C: American Casualty Company of Reading, | 20427 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED SCHNA-1
Schnabel-Lachel Engineering, P.C.
dba Schnabel Engineering of New York
28 Corporate Dr., #104
Clifton Park NY 12065

COVERAGES**CERTIFICATE NUMBER:** 432255964**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6018601512 | 7/1/2017 | 7/1/2018 | 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 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 6018601526 | 7/1/2017 | 7/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6018601557 | 7/1/2017 | 7/1/2018 | EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 6018601543 | 7/1/2017 | 7/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WVBroadForm ENDT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Equipment Floater | | | 6018601512 | 7/1/2017 | 7/1/2018 | Rented Equip/deductib 75,000/1,000 |
| B | Professional Liability \$200,000 retention | | | AEH591906042 | 1/1/2018 | 1/1/2019 | Per claim 1,000,000 Annual Aggregate 1,000,000 |

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

Umbrella Policy applies over General Liability, Auto Liability and Employers Liability. General Liability does not exclude xcu coverages. Workers Compensation applies in VA, GA, NC, MD, SC, PA, MD, NJ, NV, TX, NY, TN, KY, WV and DC; and all other states except ND, OH, WA and WY. Workers Compensation Policy includes USL&H coverage. Coverages provided by Owner or Contractor Controlled Programs are excluded from policies referenced herein.

IF REQUIRED BY WRITTEN CONTRACT, the following provisions apply to General Liability, Auto Liability, Workers Compensation and Umbrella Liability:
30-day notice of cancellation except for 10 days for nonpayment of premium
Additional Insureds on a primary, noncontributory basis for General Liability, for ongoing & completed operations for work performed by the Named Insured; & See Attached...

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | |
|----------------------------------|-----------|---|
| AGENCY Scott Insurance (Rich) | | NAMED INSURED Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York 28 Corporate Dr., #104 Clifton Park NY 12065 |
| 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

for Auto Liability & Umbrella Liability

Waiver of Subrogation in favor of Additional Insureds for General Liability, Auto Liability, Workers Compensation, Umbrella Liability and Professional Liability.

Re: RFP #2018-17 - Loughberry Lake Dam Project Professional Services

The City of Saratoga Springs is listed as additional insured with respects to General Liability on a primary and noncontributory basis.

For this project, Professional Liability limits are amended to \$1,000,000 each claim, \$2,000,000 annual aggregate.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| | |
|--|--|
| 1a. Legal Name & Address of Insured (use street address only) Schnabel Engineering of New York 28 Corporate Drive, Suite 104 Clifton, NY 12065 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 518-348-8575 1c. NYS Unemployment Insurance Employer Registration Number of Insured 27-0922863 2 1d. Federal Employer Identification Number of Insured or Social Security Number 262918600 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 | 3a. Name of Insurance Carrier American Casualty Co. of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC6018601543 3c. Policy effective period 7/1/2017 to 7/1/2018 3d. The Proprietor, Partners or Executive Officers are <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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


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: Erika K. Cox
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/13/18
(Signature) (Date)

Title: Commercial Account Analyst

Telephone Number of authorized representative or licensed agent of insurance carrier: (804) 545-2200

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.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Parratt-Wolff, Inc.
 Company Address: 5879 Fisher Road, East Syracuse, NY 13057
 Company Telephone No.: 315-437-1429 Company Fax No.: 315-437-1770
 Consultant Primary Contact for This Project: Sean Pepling Title: Senior Project Manager

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.

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- **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.

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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.

Sean Pepling

Digitally signed by Sean Pepling
DN: cn=Sean Pepling, o=Parratt-Wolff, Inc.,
ou, email=seanpepling@pwrinc.com, c=US
Date: 2018.06.13 10:34:22 -0400

Consultant Signature: _____

Date: 13 June 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207 | CONTACT NAME: Analisa Jesco PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS: ANALISA_JESCO@AJG.COM | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|-------|--|-------|--|-------|--|-------|-------------------------------------|-------|------------|--|
| INSURED Parratt-Wolff, Inc. 5879 Fisher Road East Syracuse NY 13057 | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: West American Insurance Company</td><td>44393</td></tr><tr><td>INSURER B: Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C: Western World Insurance Company</td><td>13196</td></tr><tr><td>INSURER D: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E: American Fire & Casualty</td><td>24066</td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: West American Insurance Company | 44393 | INSURER B: Ohio Casualty Insurance Company | 24074 | INSURER C: Western World Insurance Company | 13196 | INSURER D: Travelers Indemnity Company | 25658 | INSURER E: American Fire & Casualty | 24066 | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: West American Insurance Company | 44393 | | | | | | | | | | | | | | |
| INSURER B: Ohio Casualty Insurance Company | 24074 | | | | | | | | | | | | | | |
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| INSURER D: Travelers Indemnity Company | 25658 | | | | | | | | | | | | | | |
| INSURER E: American Fire & Casualty | 24066 | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 515926362**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 |
|----------|--|------------|----------|---|-------------------------|-------------------------|---|
| E | <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | BKA(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | BAW(19)58498746 | 5/15/2018 | 5/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | USO(19)58498746 | 5/15/2018 | 5/15/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A 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 | N / A | XWW(19)58498746 - NY Coverage XWO(19)58498850 - All Other States | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | <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 |
| C D | Pollution/Professional Liability Excess Liability (excess of pol. USO(19)58498746) | | | EVP1001142-00 ZUP-81M31406-18-NF | 5/15/2018 5/15/2018 | 5/15/2019 5/15/2019 | Limit (Each/Aggr) 5,000,000 6000000/10000000 Excess of 5000000 underlying |

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

General Liability Additional Insured Status Granted per Form CG8584(04/13) Completed Operations per form CG8583(04/13) Auto Additional Insure: CA 88 10 (01/10) Pollution/Professional per form: AWW-ECC 0310 0714 Automatic Additional Insured - Owners, Lessees, or Contractors, AWW-ECC 0373 0814 Additional Insured - Owners, Lessees or Contractors - Completed Operations
RE: RFP 2018-17 Loughberry Lake Dam Project Professional Services
Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply. A waiver of subrogation applies in favor of Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents under each of the policies. This policy is primary and a non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additionally insured's. *A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New York
28 Corporate Drive Clifton Park, NY 12065
and its client City of Saratoga Springs
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: H2H Associates LLC
 Company Address: 179 River Street, Troy, NY 12180
 Company Telephone No.: 518-270-1620 Company Fax No.: 518-270-1672
 Consultant Primary Contact for This Project: Richard Hisert 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: 6/13/18



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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.

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| | | | |
|---|--|--|--|
| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
H2H Associates LLC
179 River Street
Troy, NY 12180

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 | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 1,000,000 | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| SARA003 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  |

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE **2**
Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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| | | | |
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| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Co | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

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

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 1,000,000 |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

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

Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

Schnabel Engineering of New
York
28 Corporate Drive
Clifton Park, NY 12065

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

James H. Murray

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NOTEPAD:

HOLDER CODE

INSURED'S NAME **H2H Associates LLC****H2HASS2****OP ID: CO**PAGE **2**Date **06/13/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

H2H Associates

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – COVERAGES
A & D**

SCHEDULE

Designated Construction Projects:

Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in a written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A and COVERAGE D**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A and COVERAGE D** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below in 5.b.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A and COVERAGE D** which cannot be attributed only to ongoing operations as shown in the schedule above:

1. Any payments made under **SECTION I –COVERAGE A and COVERAGE D** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



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: 2018-27 City Project Name: Loughberry Lake Dam Project Prevailing Wage Project No.: _____
 City Department: DPW Department Contact Person: Tim Wales City Ext. 2621
 Company Name: M.G. McLaren P.C. / McLaren Technical Services Inc.
 Company Address: 100 Snake Hill Road, West Nyack, NY 10994
 Company Telephone No.: 845-353-6400 Company Fax No.: 845-353-6509
 Consultant Primary Contact for This Project: William J McCarthy III 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: William J. McCarthy III Date: 6/13/18



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/11/2018

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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack, NY 10994 | INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 20443 20508 |

COVERAGES**CERTIFICATE NUMBER:** W6457794**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 | Y | | B6011138099 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input checked="" type="checkbox"/> Contractual Liability | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | B6011105569 | 06/13/2018 | 06/13/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | B6011138118 | 06/13/2018 | 06/13/2019 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input type="checkbox"/> N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)

Re: 180633.00 Loughberry Lake Dam Project - 2018-27

City of Saratoga Springs is included as an Additional Insured as respects to General Liability.

The General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Saratoga Springs.

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 |
|---|---|

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 16291431

BATCH: 742951



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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

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

| | |
|--|---|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | CONTACT NAME: PHONE (A/C. No. Ext): 516-869-8788 E-MAIL ADDRESS: FAX (A/C. No): 1-516-706-2973 |
| INSURED M.G. McLaren P.C. McLaren Technical Services Inc. 100 Snake Hill Road West Nyack NY 10994 | INSURER(S) AFFORDING COVERAGE INSURER A : New Hampshire Insurance Compan INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| MGMCLAREN | NAIC # 23841 |

COVERAGES**CERTIFICATE NUMBER:** 2014384410**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 |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> 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) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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 <input type="checkbox"/> N / A | | | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL LIABILITY | | | 31711029 | 6/13/2018 | 6/13/2019 | \$2,000,000 \$2,000,000 \$75,000 Ded. EACH CLAIM AGGREGATE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACTORS POLLUTION COVERAGE IS INCLUDED IN THE PROFESSIONAL LIABILITY POLICY
Re: 180633.00 Loughberry Lake Dam Project - 2018-27

CERTIFICATE HOLDER**CANCELLATION** 30 day cancellation notice applies

| | |
|--|---|
| 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 |
|--|---|

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**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)

M.G. MCLAREN PC

D/B/A MCLAREN ENGINEERING GROUP

**100 SNAKE HILL ROAD
WEST NYACK, NY 10994**

1b. Business Telephone Number of Insured

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

2200587

1d. Federal Employer Identification Number of Insured
or Social Security Number

133172836

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

PROOF OF COVERAGE

CITY OF SARATOGA SPRINGS

OFFICE OF RISK AND SAFETY

474 BROADWAY

SARATOGA SPRINGS, NY 12866

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL138894

3c. Policy effective period:

01/01/2018

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.

Date Signed **12/7/2017**

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **516-829-8100**

Title

Chief Executive Officer

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 the purposes of Section 220, Subd. 8 of the Disability Benefits Law.

It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, **328 State Street, Schenectady, NY 12305**.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's 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 Worker's 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.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 133172836

M.G. MCLAREN, P.C. D/B/A MCLAREN
ENGINEERING GROUP
100 SNAKE HILL ROAD
WEST NYACK NY 10994

| | | | |
|---|------------------------------|---|-------------------|
| POLICYHOLDER M.G. MCLAREN, P.C. D/B/A MCLAREN ENGINEERING GROUP 100 SNAKE HILL ROAD WEST NYACK NY 10994 | | CERTIFICATE HOLDER 180633.00 SARATOGA CITY OF SARATOGA SPRINGS OFFICE OF RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS NY 12866 | |
| POLICY NUMBER W 709 062-4 | CERTIFICATE NUMBER 761952 | POLICY PERIOD 09/22/2017 TO 09/22/2018 | DATE 6/11/2018 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 709 062-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1012101187

Request for Certification of Sufficient Funds

Submittal Date: 6/14/2018

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: Schnabel Engineering of New York

Project:

DEC - Loughberry Lake Dam

Loughberry Lake Dam Project-Professional Engineering Services

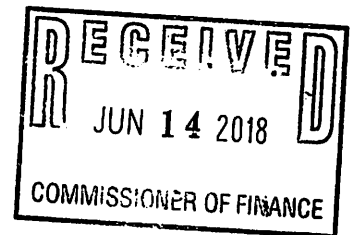
Appropriation - Current Budget Expense Org/Object/Proj(s): H3638742[✓] 52000[✓] 1254[✓]

Amount Requested for Approval

\$789,970.00[✓]

Current Amount Available:

\$825,000.00[✓]



Transfer/Amendment Pending:

Transfer/Amendment Date _____

Anthony J. ...
Department Head Signature

6/14/18
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 ...
Commissioner of Finance

6/14/18
Approval Date



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Company | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | |
| | | | | | | | |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 5,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations, conditions and definitions.
See Notes.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Schnabel Engineering of New York 28 Corporate Drive Clifton Park, NY 12065 | 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  |

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NOTEPAD:

HOLDER CODE

INSURED'S NAME **H2H Associates LLC****H2HASS2****OP ID: CO**PAGE **2**Date **06/15/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached



H2HASS2

OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray | | CONTACT NAME: Cathy OKeefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Great Divide Insurance Company | |
| | | INSURER B: Utica National Insurance Group | |
| | | INSURER C: Liberty Mutual Insurance | |
| | | 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.

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| A | GENERAL LIABILITY | X | X | ECP2025264-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | X | X | 5074134 | 10/26/2017 | 10/26/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | FFX2025265-10 | 01/23/2018 | 01/23/2019 | EACH OCCURRENCE \$ 5,000,000 | |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 5,000,000 | |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | 5034414 | 05/15/2018 | 05/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | | | 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 |
| A | Professional Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |
| A | Pollution Liab | | | ECP2025264-10 | 01/23/2018 | 01/23/2019 | Liability 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations, conditions and definitions.
See Notes

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| SARA003 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  |

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NOTEPAD:

HOLDER CODE **SARA003**
INSURED'S NAME **H2H Associates LLC**

H2HASS2
OP ID: CO

PAGE **2**
Date **06/15/2018**

Schnabel Engineering of New York, City of Saratoga Springs, its client and their affiliates, directors, officers, employees, and agents are named as additional insured's as their interests may apply are named as additional insured on a primary and non-contributory basis when required by written contract per ECP 1004 08 16 attached. Waiver of Subrogation applies per ENV 2004 09 06

\$2,000,000 Aggregate applies to Professional Liability

\$5,000,000 Per Project Aggregate applies per ECP 1087 04 12 attached



BID PROPOSAL

DATE OF BID OPENING: Tuesday, May 29, 2018 at 2:00 PM.

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2018-09: GENERAL CONSTRUCTION

RFP Opening: Tuesday, May 29, 2018 at 2:00 p.m.

**AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**

BID PROPOSAL SUBMITTED BY

Bidder:

Grant Street Construction, Inc.

(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the Instructions to Bidders, Plans and Specifications and hereby agrees to perform the specified sewage pump replacements, wet and dry well work and manhole insertion work, complete at Buff Road, West Circular Street, Lexington Avenue and Lake Avenue, Saratoga Springs, New York, including all labor, materials, machinery, excavation, scaffolding, lifts, bracing, tools, equipment and other means of construction necessary and incidental, complete and ready for use, as outlined in the project documents. The work, which the contractor is required to perform under this contract, shall be commenced within fourteen (14) consecutive days from the Notice to Proceed to Contractor. Work shall be substantially completed within ninety (90) days of Notice to Proceed, including all lead times.

| DESCRIPTION | LUMP SUM PRICE | |
|-------------------|--|--------------|
| | IN WRITING | NUMBERS |
| 1 BASE BID | Three Hundred Eighty Four Thousand Dollars | 384,000 - |
| 2 BID ALTERNATE 1 | No Bid | No Bid - 0 - |
| 3 BID ALTERNATE 2 | Fifty Three Thousand Dollars. | 53,000 - |
| 4 BID ALTERNATE 3 | One Hundred Seventy Two Thousand Dollars. | 172,000 - |
| 5 BID ALTERNATE 4 | No Bid | No Bid - 0 - |
| 6 ALLOWANCE | Ten Thousand Dollars | \$10,000 |

BASE BID:

TOTAL: Six Hundred Ninety Nine Thousand Dollars. \$ 619,000 -

Provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to: Removal and replacement of the existing sewage pumps at the Lexington and Buff Road pump stations, including all excavation and backfill, wet well revisions/additions, dry well revisions/additions, kiosk framing and roof work, mechanical piping and valves and electrical power, controls and lighting. Base Bid pumps and equipment shall be Flygt models as indicated, no substitutions.

BID ALTERNATE 1:

Bid Alternate 1 shall be the change offered for utilizing pumps and equipment by Landustrie instead of Flygt at Lexington and Buff Road pump stations.

BID ALTERNATE 2:

Provide all work needed to insert a manhole on Lake Avenue, testing of existing piping for asbestos, including all work indicated on drawings C104.0 and C104.1, as well as related specifications.

BID ALTERNATE 3:

Provide all labor, materials; machinery, tools, equipment and other means of construction necessary and incidental to: Removal and replacement of the existing sewage pumps at the West Circular pump station, including all excavation and backfill, testing of existing piping for asbestos, wet well revisions/additions, dry well revisions/additions, kiosk framing and roof work, mechanical piping and valves and electrical power, controls and lighting. Base Bid pumps and equipment shall be Flygt models as indicated, no substitutions.

BID ALTERNATE 4:

Bid Alternate 1 shall be the change offered for utilizing pumps and equipment by Landustrie instead of Flygt at West Circular pump station.

BID ALTERNATE 2:

Provide all work needed to insert a manhole on Lake Avenue, including all work indicated on drawings C104.0 and C104.1 as well as related specifications.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ 10% Bid Bond security as required by the Instructions to Bidders for the project.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. 1 dated 5/23/18

Addendum No. 2 dated 5/23/18.

3
The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: June 5th, 2018

Signed: [Signature]

(Principal of Company)

Printed Name: David J Compagni

Title: President

Company: Grant Street Const. Inc.

Address: 48 Grant Street

Cortland N.Y. 13045

Telephone Number: 607-253-1690 Fax Number: 607-253-7002

Cellular Number: 607-543-0244

Email: david_compagni@hotmail.com

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Saratoga Springs ("Owner") and
Grant Street Construction Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. Provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to: Removal and replacement of the existing sewage pumps at three existing pump stations and insertion of a manhole into an existing sewer line including all excavation and backfill, cutting and patching, concrete work, site work, carpentry work, mechanical and electrical work.*
- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ***Pump Station Upgrade and Manhole Work, Lexington Ave. – Buff Road – W. Circular St. – Lake Ave.***

ARTICLE 2 – THE PROJECT

- 2.01 *The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Removal and replacement of the existing sewage pumps at three existing pump stations and insertion of a manhole into an existing sewer line including all excavation and backfill, wet well revisions/additions, dry well revisions/additions, kiosk framing and roof work, mechanical piping and valves and electrical power, controls and lighting.*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Office of the City Engineer (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Dates for Substantial Completion and Final Payment [NOT USED]*
- 4.03 *Days to Achieve Substantial Completion and Final Payment*
- A. Work shall be substantially completed within ninety (90) calendar days of Notice to Proceed, including all lead times (after the date when the Contract Times commence to run) as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in

accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.03 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.03 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.03 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 619,000

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. **(NOT USED)** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

| Item No. | Description | Unit | Estimated Quantity | Unit Price |
|-------------|-------------|------|-----------------------|---------------|
|-------------|-------------|------|-----------------------|---------------|

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities in the Bid Proposal. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment at the appropriate phases of completion during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated on the approved schedule of values but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. ~~_____ Percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. ~~_____ Percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 **(NOT USED)** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

-
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Labor & Materials bond
 - 4. General Conditions

5. Supplementary Conditions

6. Specifications

7. Drawings consisting of 15 sheets with each sheet bearing the following general title:

SARATOGA SPRINGS
SANITARY WASTEWATER PUMP STATION UPGRADES
RFP #2018-09

8. Certificate of Insurance

9. Executed Risk & Safety Agreement

10. Addenda

11. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid

b. Documentation submitted by Contractor prior to Notice of Award

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 2/7/18 (which is the Effective Date of the Agreement).

OWNER:

City of Saratoga Springs

By: _____

Title: _____

City Council Approval: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Grant Street Const. Inc.By: [Signature]Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]Title: Secretary/Treasurer

Address for giving notices:

Grant Street Const. Inc.
48 Grant Street
Catland NY 13045License No.: Tax ID # 16-1498888

(Where applicable)

Agent for service of process:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2018

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 | CONTACT NAME: Pam DeMarco |
| Harding Brooks Associates LLC | PHONE (A/C, No, Ext): (607) 729-9292 FAX (A/C, No): (607) 798-6693 |
| 441 Commerce Rd. | E-MAIL ADDRESS: pdemarco@hardingbrooks.com |
| Vestal NY 13850 | INSURER(S) AFFORDING COVERAGE |
| INSURED | INSURER A: Travelers Indemnity Company NAIC # 25658 |
| Grant Street Construction Inc | INSURER B: Travelers Indemnity Company of Connecticut 25682 |
| 48 Grant Street | INSURER C: Travelers Property Casualty Company of America 25674 |
| Cortland NY 13045 | INSURER D: Excelsior Insurance Company 11045 |
| | INSURER E: ShelterPoint Life Insurance Co. 81434 |
| | INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 2018

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: | Y | Y | CO 1820B943 | 05/01/2018 | 05/01/2019 | 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 | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | 8101820B943 | 05/01/2018 | 05/01/2019 | 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 <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | CUP 2J647033 | 05/01/2018 | 05/01/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 | |
| 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 | N/A | Y | UB 8623X34A | 05/01/2018 | 05/01/2019 | <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 |
| D | Contractors Equip Floater NYSDBL - See Remarks | | | IM 8777569 | 05/01/2018 | 05/01/2019 | Installation Floater \$450,000 | |

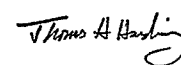
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Pump Station Upgrade & Manhole Work - Lexington Ave - Buff Road - W. Circular St. - Lake Ave - Contract #2018-09

The City of Saratoga Springs, its elected and/or appointed officials, officers, agents & employees are additional insured only when required by written contract or agreement as per referenced policy forms. 30-Day Notice of Cancellation is included, except for non-payment which is 10 days.

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  |
|---|--|

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COMMENTS/REMARKS

Insurer E: NYS Disability Benefits - Policy#DBL422765 - Effective 1/1/2018-1/1/2019 - Statutory

Form #Acord 855 - NY Construction Certificate of Liability Insurance Addendum

Form #CA T4 74 - Blanket Additional Insured - Primary & Non-Contributory with Other Insurance

Form #CA T9 60 - NY Business Auto Extension Endorsement

Form #IL T4 05 - Designated Entity - Notice of Cancellation Provided by Us

Form #CG D2 11 - Designated Projects(s) General Aggregate

Form #CG D3 16 - Contractors XTend Endorsement

Form #CO CG D2 46 - Blanket Additional Insured (Contractors)

Form #IL T4 05 - Designated Entity - Notice of Cancellation Provided by Us

Form #UM 04 88 - Waiver of Our Right to Recover from Others

Form #IL T4 05 - Designated Entity - Notice of Cancellation Provided by Us

Form #UM 00 01 - Commercial Excess Liability (Umbrella) Insurance

Form #UM 06 37 - Amendment - Who is an Insured and Other Insurance - Designated Persons or Organizations for Whom you Have Agreed in a Written Contract to Provide Insurance

Form #WC 00 03 13 - Waiver of Our Right to Recover from Others Endorsement

ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|-----------|-----------------------------|---------------|-------------------|-----------------|
| | Underground Electrical Data | | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 1,000,000 | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | PIP-Basic | PIP | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 50,000 | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | PIP-Additional | APIP | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 150,000 | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | OBEL | OBEL1 | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 25,000 | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | Electronic Data Liability | | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 5,000,000 | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | Experience Mod Factor 1 | EXP01 | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | | | | \$12,978.00 |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | NY Assessment | NYAS | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | | | | \$20,254.00 |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | Construction Class Credit | CONST | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | | | | -\$10,512.00 |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | Premium discount | PDIS | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | | | | -\$18,445.00 |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | TERRORISM | TEROR | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | | | | \$1,281.00 |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| | | | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

04/18/2017

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

| | | | |
|---|----------------------------|---|--------------------|
| AGENCY Harding Brooks Associates LLC | | NAMED INSURED(S) Grant Street Construction Inc | |
| POLICY NUMBER CO 1820B943 | EFFECTIVE DATE 5/1/2017 | CARRIER Travelers Indemnity Company | NAIC CODE 25658 |

ADDENDUM INFORMATION

CERTIFICATE NUMBER:

REVISION NUMBER:

A. Insurer

- ☒ Admitted / authorized
☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: NONE
☐ Type of construction: _____
☐ Building height: _____
☐ Classifications [see attached declarations / endorsement]
☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
☒ Other: #: CGF276 Title: Blanket Additional Insured (Contractors) - New York

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

ADDENDUM INFORMATION (continued)

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☒ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

04/28/2017

DATE (MM/DD/YYYY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. WAIVER OF DEDUCTIBLE – GLASS G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT | <ul style="list-style-type: none"> H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT I. PERSONAL PROPERTY J. AIRBAGS K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS L. BLANKET WAIVER OF SUBROGATION M. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

- A. BROAD FORM NAMED INSURED**
The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

- B. BLANKET ADDITIONAL INSURED**
The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an

additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

- C. EMPLOYEE HIRED AUTO**
1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

COMMERCIAL AUTO

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- 5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: DT-810-1820B943-TCT-17

ISSUE DATE: 05-17-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY AND,
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN
THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR
ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US..

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT1N-CO-2F844994-IND-17

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 01-20-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN IN THE
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage";
or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- ### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: DT-CO-1820B943-IND-17

ISSUE DATE: 05-16-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:

THE ADDRESS FOR THAT
CONTINUED ON IL T8 03
CORTLAND
NY
13045

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT-CO-1820B943-IND-17

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

FOR THE ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
 - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.



POLICY NUMBER: CUP-2J647033-17-26

ISSUE DATE: 05/26/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.

1. INSURING AGREEMENT.

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "applicable underlying limit" which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

This insurance applies to "bodily injury" or "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
- (ii) The "bodily injury" or "property damage" occurs during the policy period;
- (iii) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

This insurance applies to "personal injury" or "advertising injury" caused by an "offense" committed during the policy period, anywhere in the world.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

The following provisions apply only with respect to Parts 1.a.(i), (ii) and (iii) above:

1. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
2. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an "occurrence" or claim:
 - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (b) Receives a written or verbal demand or claim for damages because of "bodily injury" or "property damage"; or
- (c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. DEFENSE OF CLAIMS OR SUITS.

- a. We will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If we elect to join in the defense of such claims or "suits", we will pay all expenses we incur.
- b. We will have the right and duty to defend any "suit" for damages which are payable under Coverages A or B (including damages wholly or partly within the "retained limit") but which are not payable by a policy of "underlying insurance", or any other available insurance, because:
 - (1) Such damages are not covered; or
 - (2) The "underlying insurance" has been exhausted by the payment of claims.
- c. We may investigate and settle any claim or "suit" in b. above at our discretion.
- d. Our right and duty in b. above end when we have used up the "applicable limit of insurance" in the payment of judgments or settlements.
- e. We will pay, with respect to any claim or "suit" we defend in b. above:
 - (1) All expenses we incur.
 - (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All costs taxed against the insured in the "suit".
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
 - (a) paid, or offered to pay; or

- (b) deposited in court:

the part of the judgment that is within the "applicable limit of insurance".

- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico or Canada where we may be prevented by law or some other factor beyond our control from carrying out the agreements under 1. INSURING AGREEMENT or 2. DEFENSE OF CLAIMS OR SUITS above:

- a. You must arrange to investigate, defend or settle any claim or "suit".
- b. You will not make any settlement without our consent.
- c. We will pay expenses incurred with our consent.

3. EXCLUSIONS.

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Advertising Injury" "Offenses"

(1) Breach of Contract

"Advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services.

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal injury" to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity; and, to any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment

compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance,

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use or entrustment to others of any watercraft or any aircraft that is owned or operated by or rented or loaned to any insured.

h. "Personal Injury" Or "Advertising Injury" "Offenses"

(1) Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period. All "personal injury" or "advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

(4) Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

"Personal injury" or "advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of

"underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the "personal injury" definition in **SECTION V – DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(7) Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(8) Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

i. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

k. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

m. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Uninsured Motorists, Underinsured Motorists, "Auto" No-Fault, Medical Expenses Benefits and Income Loss Benefits

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- (1) Uninsured Motorists;
- (2) Underinsured Motorists;
- (3) "Auto" No-Fault Laws or other first party personal injury laws; or
- (4) Medical Expense Benefits and Income Loss Benefits Laws of any applicable state or jurisdiction.

o. Liquor Legal Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II – WHO IS AN INSURED.

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. As respects the "auto hazard":
 - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
 - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or

borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
 - (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- b. Except as respects the "auto hazard":
- (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.
- c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
- (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

SECTION III – LIMITS OF INSURANCE.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage A and Coverage B, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
 - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS.

1. APPEALS.

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

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to the defense of the insured as provided in **SECTION 1, 2. DEFENSE OF CLAIMS OR SUITS**. These sums are in addition to the "applicable limit of insurance". In no event shall our liability for "ultimate net loss" exceed the "applicable limit of insurance".

2. BANKRUPTCY.

- a. Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this insurance.
- b. Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this insurance.

However, this insurance will not replace the "underlying insurance" in event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. CANCELLATION.

- a. You may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this insurance by mailing or delivering to you written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to your last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be pro rata less 10% of the pro rata unearned premium. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES.

This contract contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of

this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.

- a. You must see to it that we are notified promptly of an "occurrence" or an "offense" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "occurrence" or "offense" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
 - (1) Cooperate with the "underlying insurers";
 - (2) Comply with the terms of the "underlying insurance"; and
 - (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of "bodily injury", "property damage", "personal injury" or "advertising injury" with respect to which insurance is provided under this or any policy of "underlying insurance".
- d. When we believe that a claim may exceed the "underlying insurance", we may join with the insured and the "underlying insurer" in the investigation, settlement and defense of all claims and "suits" in connection with such "occurrence" or "offense". In such event, the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS.

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years afterward; or
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US.

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that are not payable under the terms of this insurance; or are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE.

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of judgments or settlements for "bodily injury", "personal injury", "property damage" or "advertising injury". As these policies expire, you will renew them at limits at least equal to the expiring limits of insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

You must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;

- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

10. OTHER INSURANCE.

This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply in excess of this insurance.

11. OUR RIGHT TO RECOVER FROM OTHERS.

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any interest (including the insured) who has paid any amount in excess of the limits of this insurance;
- b. Next to us; and
- c. Then to any interest (including the insured and the "underlying insurer") as are entitled to claim the remainder, if any.

A different order may apply if agreed upon by all interests. Expenses incurred in the process of recovery will be divided among all interests according to the ratio of their respective recoveries.

12. PREMIUM.

- a. You are responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the Minimum Annual Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds and named insureds under the provisions of SECTION II - 2.c. and f.

13. PREMIUM AUDIT.

- a. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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- b. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
- c. The due date for audit and retrospective premiums is the date as shown as the due date on the bill.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to you subject to the minimum premiums.

14. REPRESENTATION.

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSURED.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to you in this insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE.

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE.

If we are liable under this insurance, we will pay for "ultimate net loss" after:

- a. (1) The insured's liability is established by court decision; or
- (2) There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and

- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

We will pay all claims within thirty days provided all terms of this insurance are met.

The insured will reimburse us for any payment we make for damages which are within the "retained limit".

18. TITLES OF PARAGRAPHS.

The titles of paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

19. CURRENCY

Loss payments and expense reimbursements will be in the same currency as the currency of the Limits of Insurance stated in the Declarations. At our sole option, we may agree to pay loss or reimburse expense under this policy in another currency. Any necessary currency conversion shall be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment, settlement or agreement.

SECTION V – DEFINITIONS.

- 1. "Advertising injury" means injury arising out of one or more of the following "offenses":

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral or written publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
- c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

Such "offenses" must be committed in the course of advertising your goods or products.

- 2. "Applicable limit of insurance" means the maximum amount we will pay as damages in accor-

dance with **SECTION III – LIMITS OF INSURANCE**.

3. "Applicable underlying limit" means:
 - a. If the policies of "underlying insurance" apply to the "occurrence" or "offense", the greater of:
 - (1) The amount of insurance stated in the policies of "underlying insurance" in the Declarations or any other available insurance less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or
 - (2) The "retained limit" shown in the Declarations; or
 - b. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the amount stated in the Declarations as the "retained limit".

The limits of insurance in any policy of "underlying insurance" will apply even if:

 - (i) The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - (ii) The "underlying insurer" becomes bankrupt or insolvent.
4. "Auto" means a land motor vehicle, trailer or semi-trailer.
5. "Auto hazard" means all "bodily injury" and "property damage" for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "underlying insurance".
6. "Bodily injury" means bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
9. "Offense" means any of the offenses listed in the definition of "personal injury" or "advertising injury".
10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

Such "offenses" must arise out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.
11. "Pollutants" means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
12. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

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- (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include "electronic media and records".

As used in this definition, "electronic media and records" means:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or

- (3) Programming records for electronic data processing or electronically controlled equipment.

14. "Retained limit" is the sum stated in the Declarations as such. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the insured shall retain this amount as self insurance with respect to:

- a. "Bodily injury" or "property damage" caused by each "occurrence"; or
- b. "Personal injury" or "advertising injury" sustained by any one person or organization and caused by an "offense".

15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding alleging such damages to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

16. "Ultimate net loss" means the sum actually paid or payable due to a claim for which the insured is liable either by a settlement to which we agreed or a final judgment. Such sum will include proper adjustments for recoveries and salvage.

17. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance and includes:

- a. Any renewal or replacement of such policies; and
- b. Any other insurance available to the insured.

18. "Underlying insurer" means any insurer which provides a policy listed in the Schedule of Underlying Insurance or any other insurance available to the insured.

19. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or

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- (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

20. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: CUP-2J647033-17-26

UMBRELLA
ISSUE DATE: 05/26/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – WHO IS AN INSURED AND OTHER
INSURANCE – DESIGNATED PERSONS OR
ORGANIZATIONS FOR WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT TO PROVIDE INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Person or Organization:

SEE CG T8 02

Project or Location:

SEE CG T8 02

PROVISIONS

1. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED.:**
Except as respects the "auto hazard", Paragraph 2.f. does not apply to the person or organization shown in the Schedule Of Designated Persons Or Organizations for the project or location shown in that schedule.

The person or organization shown in the Schedule Of Designated Persons Or Organizations is an insured, but:

- (1) Only if that person or organization is an insured under any policy of the "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance;

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- (2) Only with respect to liability for:
 - (a) "Bodily injury" or "property damage" not included in the "auto hazard"; or
 - (b) "Personal injury"; and
- (3) If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Designated Persons Or Organizations. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such person or organization does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

This insurance is subject to all the limitations upon coverage under such policy of "underlying insurance", and the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

- 2. The following is added to Paragraph 10., **OTHER INSURANCE.**, of **SECTION IV – CONDITIONS.**: However, for the person or organization shown in the Schedule Of Designated Persons Or Organizations, to the extent that such person or organization qualifies as an insured under Paragraph 2. of **SECTION II – WHO IS AN INSURED** for the project or location shown in that schedule, if the written contract in which you have agreed to provide insurance for that person or organization specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance will apply as if other insurance available to that person or organization under which that person or organization qualifies as a named insured does not exist, and we will not share with that other insurance. But this insurance still is excess over any valid and collectible other insurance, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

POLICY NUMBER: CUP-2J647033-17-26

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 05/26/2017

This endorsement changes the policy. Please read it carefully

WHO IS AN INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

AMENDMENT - WHO IS AN INSURED AND OTHER
INSURANCE - DESIGNATED PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT TO PROVIDE INSURANCE

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO INCLUDE AS
AN ADDITIONAL INSURED ON THIS POLICY, PROVIDED THAT SUCH WRITTEN CONTRACT:

1. WAS SIGNED AND EXECUTED BY YOU BEFORE, AND IS IN EFFECT WHEN, THE "BODILY
INJURY" OR "PROPERTY DAMAGE" OCCURS OR THE "PERSONAL INJURY" OFFENSE IS
COMMITTED; AND

2. SPECIFICALLY REQUIRES THAT THE INSURANCE PROVIDED BY THIS POLICY TO SUCH
PERSON OR ORGANIZATION APPLY ON A PRIMARY BASIS OR A PRIMARY AND
NON-CONTRIBUTORY BASIS.

PROJECT OR LOCATION:
ANY PROJECT TO WHICH SUCH WRITTEN CONTRACT DESCRIBED IN THE PERSON OR
ORGANIZATION SECTION OF THIS SCHEDULE APPLIES.

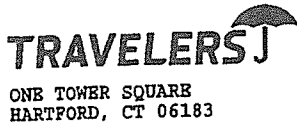
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Page 1 of 1



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-03

POLICY NUMBER: (DTSUB-8623X34-A-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 09-22-14

ST ASSIGN:

Request for Certification of Sufficient Funds

Submittal Date: 6/14/18

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: Grant Street Construction Inc

Project: Waste Water Pump Station Upgrades

Sewage pump replacements for Buff Rd, W Circular St, Lexington Ave and Lake Ave. Base bid plus alternates 1-3 and \$10,000 allowance

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

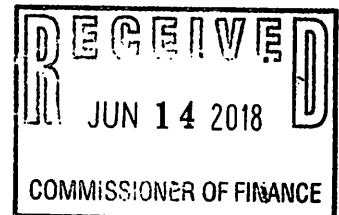
H3638122-52000-1241 - \$41,435.42 Available *use 1st*
H3638122-52000-1183 - \$689,163.48 Available ✓


Amount Requested for Approval: \$ 619,000.00 ✓

Current Amount Available: \$ 730,598.90 ✓

Transfer/Amendment Pending: \$

Transfer/Amendment Date:






Department Head Signature

6/14/18

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

6/14/18

Approval Date

June 18, 2018

Tim Wales- City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

RE: Ballston Ave Improvements -Bast Hatfield Claim; GPI project # ALB 2011049, PIN 1756.60

Dear Tim

Following up on our recent conversations, GPI is submitting this proposal to assist the City in reviewing additional information submitted by Bast-Hatfield (BH) on 5/31/2018. Our work effort in this regard will consist of the following:

1. Review recent information provided by BH to determine if additional payments are justified in accordance with NYSDOT procedures.
2. If appropriate, compare the 5/31/2018 submission by BH with previous information submitted.
3. Provide the City with a written summary of GPIs review of the BH material.
4. Attend up to two meetings with the City to present GPIs review of the BH material.

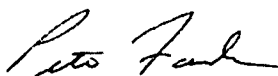
The following is a summary of our proposed fee for this effort:

| | | |
|--|------------------------------|--------------------|
| Willy Grimmke; Construction Supervisor - | 40 hours @ \$55.00/hr = | \$2,200.00 |
| Elias Haddad; Resident Engineer - | 40 hours @ \$50.50/hr= | \$2,020.00 |
| <u>Peter Faith; Project Manager -</u> | <u>2 hours @ \$75.00/hr=</u> | <u>\$ 150.00</u> |
| Total Direct Labor = | | \$4,370.00 |
| Const. Services multiplier | x 2.31 = | \$10,097.70 |
| <u>Mileage (est.)</u> | | <u>60.00</u> |
| Total FEE = | | \$10,154.70 |

Also, we note that the latest contract addendum (No.7) included a contract expiration date of 12/31/2016, as such we suggest the next addendum extend this date to 12/31/2018.

Feel free to contact me if you need any additional information.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Peter Faith, P.E.
Vice President

**Agreement Addendum No. 8 Between City of Saratoga Springs, NY
and Greenman Pedersen Inc.
Original Contract, September 7, 2011
Ballston Avenue Traffic Improvements Project**

This Agreement Addendum No. 8 between Greenman Pedersen Inc. with offices at 80 Wolf Road, Albany, NY 12205 ("Consultant") and the City of Saratoga Springs ("City"), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of July 3, 2018 is hereby added to the original Agreement dated September 7, 2011. The original Agreement had a total Contract sum of Fifty Five Thousand Nine Hundred Sixty Nine Dollars (\$55,969). Addendum Nos. 1 through 7 for this project added \$593,958.00 to the project, bringing the total current authorized contract amount to \$649,927.00

Addendum No. 8 is for additional services by GPI for project closeout tasks related to the legal action taken by Bast Hatfield. Agreement Addendum No. 8 adds \$10,154.70 to the total Contract amount.

Accordingly, this Agreement Addendum No. 8 brings to the Total Authorized Contract Amount to Six Hundred Sixty Thousand, Eighty One Dollars and Seventy Cents (\$660,081.70).

The City's Risk and Safety Agreement that was part of the original Agreement shall also apply to this Agreement Addendum No. 8. All other terms and conditions of the original Agreement remain the same.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

CITY
Signature: _____

Date: _____

Print Name: _____

Title: _____

City Council Approval Date: _____

CONSULTANT
Signature: 

Date: 6/26/2018

Print Name: Peter Fatty

Title: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

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

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

| | |
|--|--|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | CONTACT NAME: KARL HUCKE PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: khucke@genattgrp.com FAX (A/C, No): 1-516-706-2973 |
| INSURED Greenman Pedersen, Inc. 325 West Main Street (Albany) Babylon NY 11702 | INSURER(S) AFFORDING COVERAGE INSURER A: AGCS Marine Insurance Company INSURER B: Starr Indemnity & Liability Co INSURER C: Liberty Mutual Insurance Co. INSURER D: Berkley Insurance Company INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1978593833**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 | <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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 1000025533171 | 12/31/2017 | 12/31/2018 | 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 \$ 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"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 1000198539171 | 12/31/2017 | 12/31/2018 | 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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TH7611260851027 | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| 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 <input type="checkbox"/> N/A | | 1000002543 | 12/31/2017 | 12/31/2018 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A D | Property Professional Liability | | | MX193055344 AEC901965700 | 12/31/2017 2/9/2018 | 12/31/2018 12/31/2019 | Valuable Papers \$150,000 Each Claim \$5,000,000 Aggregate \$10,000,000 |

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: PIN 1756.50 (BALLSTON AVE TRAFFIC IMPROVEMENT PROJECT) CITY OF SARATOGA SPRINGS IS INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS WITH RESPECTS TO GENERAL LIABILITY, AUTOMOBILE AND UMBRELLA POLICIES, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WITH RESPECTS TO THE ABOVE CAPTIONED GENERAL LIABILITY, AUTOMOBILE, EMPLOYERS LIABILITY AND UMBRELLA POLICIES, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** 30 day notice applies

| | |
|---|---|
| The 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 |
|---|---|

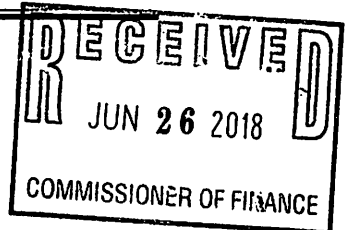
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Request for Certification of Sufficient Funds

Submittal Date: 6/26/2018

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:

Ballston Avenue Traffic Improvements

Addendum 8-Close out tasks related to the legal action taken by
Bast Hatfield

Appropriation - Current Budget Expense Org/Object/Proj(s): H3133312 ✓ 52021 ✓ 75660 ✓
(See note below regarding transfer)

Amount Requested for Approval \$10,154.70 ✓

Current Amount Available: \$44,863.15 ✓

Transfer/Amendment Pending:
(Funds in "Master" account 52021 to be transferred to "Design" 52121)
Transfer/Amendment Date 7/2/2018

Department Head Signature

6/26/18
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

6/26/18
Approval Date

**AFFILIATION AGREEMENT FOR FURNISHING
CLINICAL EXPERIENCE TO EMT-PARAMEDIC STUDENTS**

The following is an agreement between the Hudson Valley Community College, hereinafter referred to as "the College" and the City of Saratoga Springs, hereinafter referred to as "the City."

WHEREAS, The Board of Trustees of Hudson Valley Community College has approved a EMT-Paramedic program for the College and such program requires the use of clinical facilities; and

WHEREAS, it is to the mutual benefit of both parties that the students of the College EMT-Paramedic program use the clinical facilities of the City for their learning experience;

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions contained herein, the parties do agree as follows:

I. The City Shall:

- A. Maintain responsibility and control for all patient care delivered by the City,
- B. Permit clinical experience by designated students enrolled in the EMT-Paramedic program of the College, individually and in groups, in all services by the City,
- C. Such clinical experience shall be approved and agreed to in advance by the representative clinical departments,
- D. Provide "whenever possible", the following facilities for said students and faculty:
 - 1. Office space with locked storage for supplies and books;
 - 2. Such medical and surgical equipment for class demonstration purposes as the City can make available;
 - 3. The City library at such times as the City can make it available.
- E. Permit members of the City to participate in the instruction of College students whenever practicable,
- F. Permit designated City personnel to participate with the faculty in planning, implementing and coordinating the program as their time permits, and
- G. Provide the College faculty with current copies of the appropriate guides.
- H. The City assumes all risks in the performance of all its activities authorized by this Agreement. The City of Saratoga Springs, NY hereby covenants and agrees, to the fullest extent allowed by law, to defend, indemnify and hold harmless the College; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences caused by the tortious act or negligent act or omission of the City or its employees or anyone for whom the City is legally liable. The City shall be responsible for such liabilities that arise at any time prior to

termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the City, its contractors, subcontractors, agents, or employees.

II. The College shall:

- A. Organize, administer, operate and finance the EMT-Paramedic program including:
 - 1. Development, organization and implementation of the EMT-Paramedic education curriculum,
 - 2. Selection, testing, guidance and counseling of all students in the program,
 - 3. Provision of qualified instructors for all courses in the curriculum of the EMT-Paramedic program including instruction given at the City,
 - 4. Provision of necessary secretary assistants, office and classroom supplies and equipment, and such additional equipment in the way of charts, models and reference books as is necessary for instruction,
 - 5. Designation of students enrolled in the EMT-Paramedic program of the College to be assigned to the City.
- B. Provide and be responsible for the supervision and control of the students in their clinical activities and for the educational supplies and equipment specified above. When instructors are assigned to the City it is at the expense of the college. The City reserves the right to approve instructors involved at clinical sites in the City,
- C. Require students to have a health examination prior to entrance into the program and such other medical examinations and protective measures as the City and the College mutually agree to be necessary. Written statements certifying the good health of affiliating students and faculty will include the following information and be sent to the City prior to each semester:
 - 1. Negative TB skin test (PPD) within a year or six months if specifically requested. (If there is a positive PPD history, a negative chest x-ray must be documented.),
 - 2. Current immunization for Tetanus/Diphtheria. (Within 10 years),
 - 3. Two documented doses MMR immunizations or documented immunity against measles, mumps and rubella,
 - 4. Positive chicken pox history or documented immunity, if available,
 - 5. The College's Physical Exam and Health History form completed within one year or six months if specifically requested to EMT-Paramedic Education upon the beginning of the clinical rotation,
 - 6. Documentation of Hepatitis B vaccine or Signed Declination Statement, and
 - 7. Additional information related to the health status of the student as requested.
- D. Students/faculty requiring emergency treatment while at the City shall be billed for the usual City and professional charges
- E. Carry malpractice liability insurance covering faculty and student activities. A certificate of insurance shall be furnished to the City each year, thirty (30) days prior to the start of the Fall term. Should any policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. College assumes all risks in the performance of all its activities authorized by this Agreement. The College hereby covenants and agrees, to the fullest extent allowed by law, to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials,

officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences caused by the tortious act or negligent act or omission of the College or its employees or anyone for whom the College is legally liable. The College shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the College, its contractors, subcontractors, agents, or employees.

- F. Provide coverage for any liability claims arising from student activities at the City,
- G. Keep all personal and academic records of the students; furnish the City with copies of class schedules and student rotations in clinical assignments at least one week prior to the date that they become effective; and furnish the City with course outlines, instructional plans and such other records as may be necessary for proper instruction by the City,
- H. Observe all rules, regulations and applicable laws and ordinances relating to the EMT-Paramedic program and its operation. The City shall retain the right to terminate any student's affiliation with a written statement of negligence or misconduct on the part of a student,
- I. To assume schedule of assignments. Notify the City at least one month in advance of its planning and scheduling of students. Including dates, numbers of participants, and type of experience. Schedule requires approval by the City,
- J. The College shall advise all students and faculty of the importance of complying with all relevant State and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the College agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to require them to comply with all Federal, State and City policies and procedures relative to HIPAA. College shall defend, indemnify and hold harmless the City, for any and all HIPAA violations arising out of the activities of the College or the students. City agrees to provide students and faculty with training regarding City's policies and procedures, including without limitation those relative to HIPAA, and
- K. The College and the City acknowledge that students and faculty may, coincident to students' participation in patient care by the City, use patients' personal health information for educational purposes. However, in each and every instance of use at College or with College faculty who are not part of the City's workforce, and otherwise to the extent practicable, all information used for such purposes shall be appropriately redacted so as to remove all data that may be used to connect such information back to the patient to whom it relates.

III. Mutual Responsibilities:

The ALS staff of the City and the faculty of the EMT-Paramedic program of the College will meet periodically and/or at the request of either for the purposes of evaluation of the progress and effectiveness of the clinical instruction.

IV.

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant employee, partnership, joint venture or association between the City and staff of The Hudson Valley Community College, faculty or students; but is an agreement by and between two independent contractors. No staff member, officer, director or person employed by the College in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

The students shall be subject to all City policies and procedures in respect of the confidentiality of protected health information, and shall respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the City's electronic information system. Students shall not disclose any such information to faculty or other College personnel unless authorized to do so.

V.

EMT-Paramedic students who have a clinical affiliation at the City will be accepted and treated without regard to race, color, national origin, sex or handicap.

VI.

Termination, or other notice, by either party shall be sent by registered mail as follows:

A. Notice to City:

One copy to:

_____,
Hon. Meg Kelly *Mayor*
City of Saratoga Springs
474 Broadway
Saratoga Springs NY 12866

One copy to:

_____,
Please Print Name and Title
Saratoga Springs Fire Department
60 Lake Avenue
Saratoga Springs NY 12866

B. Notice to College:

One copy to:

Office of the President
80 Vandenberg Avenue
Hudson Valley Community College
Troy, NY 12180

One copy to:

Chairperson, Cardiorespiratory
& Emergency Medicine Department
JRD 204
80 Vandenberg Avenue
Hudson Valley Community College
Troy, NY 12180

One copy to:

Associate for Academic Planning, Assessment,
Research & Accreditation
AMZ 109
80 Vandenburg Avenue
Hudson Valley Community College
Troy, NY 12180

VII. General Provisions

- A. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement or the right, title, or interest therein, or the power to execute such Agreement to any other person, company, or corporation without the previous consent in writing of the other party.
- B. If any provision or portion of this Agreement shall be or become illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality or invalidity without invalidating the remaining provisions of this Agreement.
- C. This Agreement constitutes the entire agreement between the parties hereto and may be modified, amended or waived only by a written instrument signed by both parties hereto. No waiver or breach of any provision hereto shall be a waiver of any future breach, whether similar or dissimilar in nature.
- D. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that no party may assign, transfer, pledge, or hypothecate this Agreement without the prior written consent of the other party.
- E. The Agreement has been made and its validity, performance and effect shall be determined in accordance with the laws of the State of New York.
- F. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by third parties.
- H. Notwithstanding any inconsistent provisions of the Agreement, the parties recognize that Hudson Valley Community College is a public institution and, as such, if it elects to discipline a student enrolled at the College, it must do so pursuant to its published Judicial System of Hudson Valley Community College. The City agrees that it shall provide Hudson Valley Community College with the appropriate documentation and cooperation in any case under the College Judicial System or when requesting that the College pursue formal disciplinary action against any student in the program which is the subject of this Agreement.

- I. **Term:** This agreement is effective as of August 22, 2018 a term expiring on August 21, 2019 unless terminated by either party upon one (1) month written notice. If the Agreement is terminated without cause, students then participating in the clinical experience shall be allowed to complete the experience at the City subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this agreement has been executed

CITY OF SARATOGA SPRINGS

By: _____
Signature

Name: Meg Kelly
Title: Mayor

Dated: _____, 2018

HUDSON VALLEY COMMUNITY COLLEGE

By: _____
Signature

Name: Andrew J. Matonak, Ed.D
Title: President

Dated: 6/13, 2018

ADDENDUM A
TO AFFILIATION AGREEMENT FOR FURNISHING CLINICAL
EXPERIENCE TO EMT-PARAMEDIC STUDENTS
BETWEEN
CITY OF SARATOGA SPRINGS AND HUDSON VALLEY COMMUNITY COLLEGE
TERM: AUGUST 22, 2018 – AUGUST 22, 2019

**ADDENDUM A
TO AGREEMENT FOR FURNISHING CLINICAL FACILITIES
FOR EMT-PARAMEDIC STUDENTS**

A Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured evidencing the following coverages will be furnished:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate including completed products and operations and personal injury liability
- Professional Medical Malpractice Coverage: \$1,000,000 per occurrence (claims) aggregate (Please note that for this coverage, the City of Saratoga Springs shall not be named as an Additional Insured.)
- Commercial Automobile Insurance: \$1,000,000 Combined Single Limit for owned, non-owned and/or hired motor vehicles
- Excess Liability Insurance: \$2,000,000 per occurrence aggregate

Should any policy be cancelled, terminated, or materially changed in conditions before the expiration date thereof, notice will be delivered to the City of Saratoga Springs in accordance with the policy provisions. Certificates of Insurance should be addressed to the attention of:

Risk and Safety Manager
City of Saratoga Springs
474 Broadway City Hall
Saratoga Springs, NY 12866

The College 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 College is to provide the City with a Certificate of Insurance naming the City as Additional Insured prior to the contract's annual renewal for each year the contract is in effect. 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 WITNESS WHEREOF, this agreement has been executed.


CITY OF SARATOGA SPRINGS

By: _____
Signature

Name: Hon. Meg Kelly
Title: Mayor

Dated: _____, 2018

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Signature

Name: Andrew J. Matonak, Ed.D
Title: President

Dated: 6/13, 2018

ORIGINAL ARTICLES

SYMPTOMS

SYMPTOMS

SYMPTOMS OF THE DISEASE

SYMPTOMS OF THE DISEASE



Department of Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

RONALD L. EPSTEIN
Executive Deputy Commissioner
Chief Financial Officer

Mark Benacquista
Department of Public Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

April 16, 2018

Dear Mark Benacquista:

Your community has been nominated to receive funding for Capital Project(s) through the Multi-Modal #4 Program. This letter lists the project(s) nominated and requests project specific information for the New York State Department of Transportation (NYSDOT), the State Division of the Budget (DOB) and the Governor's State Operations Office to review and determine whether your project(s) is eligible for MM #4 funding. If your project(s) is eligible for funding under the applicable MM #4 Program Guidelines, NYSDOT will submit a "justification of need" request to DOB and the Governor's State Operations Office in accordance with DOB Bulletin B-1184 prior to beginning the contract process.

The MM #4 Program legislation requires expenditures under this program be solely for capital projects within or between modes consisting of rail freight and intercity passenger facilities and equipment, ports and fixed ferry facilities, municipal and privately owned airports (excluding airports operated by the State or bi-state municipal corporate entity or public benefit corporation), and State and local roads, highways, parkways and bridges. All Multi-Modal nominated projects require an Office of the State Comptroller approved contract between NYSDOT and project Sponsors for project construction and certain other capital project requirements referenced in the enclosed Program Guidelines. The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained. Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed. All MM project expenditures eligible for reimbursement must have a service life of ten years or more.

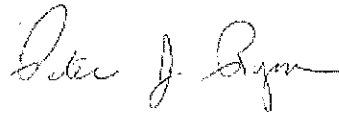
Please provide all of the applicable information on the attached Project Information Sheet (PIS), MM Project Application Supplement and Smart Growth Act Criteria Checklist. It will be necessary for you to complete these forms for each project listed on the Project Identification Listing located on the last page of this letter. The data will provide NYSDOT with the information necessary to confirm the project's eligibility, and to initiate the State/Local agreement required by the State Comptroller. Please submit the requested project information to NYSDOT as soon as conveniently possible to:

Lorenzo DiStefano
Regional Representative, R01
50 Wolf Road
Albany, NY 12232

In addition to the prerequisite State/Local agreement, a reimbursement request via submission of a certified "Multi-Modal Sponsor's Project Payment Request" form to NYSDOT is required to comply with the State Comptroller requirements. Be aware that the cost allocation associated with the proposed project is the maximum amount of funding available through the Program. Multi-Modal reimbursement payments may not exceed the approved cost. In order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), all sponsors must submit their reimbursement requests to NYSDOT no later than 15 months after the date the original expenditure is paid.

If you have any questions, please contact Lorenzo DiStefano who may be reached at 518-485-1715.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Ryan". The signature is fluid and cursive, with the first name "Peter" and last name "Ryan" clearly distinguishable.

Peter J. Ryan
Director
Local Programs Bureau

w/enclosures

cc: Lorenzo DiStefano, Regional Representative, R01

Contract Initial

List of the proposed Multi-Modal #4 Projects that have been authorized by the Legislature or Governor

| PIN | Description | Allotment |
|------------|--|-------------|
| 1MA311.30A | Installation of bike lanes along Lake Avenue (NYS Route 29) from Circular Street to Weibel Avenue | \$50,000.00 |

Carnie
Warner-
Assemblyman

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NEW YORK SUPPORTING THE
INSTALLATION OF BICYCLE LANES ON CITY STREETS IN SARATOGA SPRINGS

Be it resolved, by the City Council of the City of Saratoga Springs, New York as follows:

WHEREAS, this body adopted the City of Saratoga Springs' Complete Streets Plan in 2016, with the goal of making travel safer for all modes of transportation; and

WHEREAS, We as a City Council believe in the benefits of improving our city's transportation infrastructure for all modes of transportation; and

WHEREAS, Major corridors into the heart of Saratoga Springs, connect its greenbelt to its downtown and bringing travelers into our city; and

WHEREAS, many bicyclists currently ride on city streets without the safety benefits of designated bicycle lanes; and

WHEREAS, Bicycle lanes on our streets will provide numerous benefits to the community; and

WHEREAS, The city has been fortunate to attain a state grant to fund an engineering study and survey to make this project possible;

NOW, THEREFORE, BE IT IS RESOLVED that the City Council of the City of Saratoga Springs supports the installation and signage of bicycle lanes as recommended in Section 3.1 of the 2016 Saratoga Springs Complete Streets Plan.

AN ORDINANCE TO AMEND CHAPTER 148 OF THE CODE OF THE CITY OF
SARATOGA SPRINGS, NY, ENTITLED “NOISE”

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

SECTION 1: Section 148-4 (C) of the Code of the City of Saratoga Springs, NY, entitled “Noise – Specific Acts Deemed Unreasonable Noise” is hereby amended as follows (new material underlined, old material in brackets):

C. .In any nonresidential zoning district, the use of any device for the amplification of sound in the following manner:

1. [Monday through Friday:] Sunday through Thursday:
 - (a) Daytime: between the hours of 8:00 a.m. and 12:00 midnight, in such a manner as to generate an instantaneous sound-pressure level of [90] 85 decibels (dBA) or greater, as measured from any point along the boundary line of the real property on which the sound pressure is generated.
 - (b) Nighttime: between the hours of 12:00 midnight (1:00 a.m. for Sunday) and 8:00 a.m. either outdoors or inside a building or structure so as to allow the amplified sound to be clearly and distinctly heard outside such building or structure.
2. [Saturday and Sunday] Friday and Saturday:
 - (a) Daytime: between the hours of 8:00 a.m. and 1:00 a.m. the following day in such a manner as to generate an instantaneous sound-pressure level of 90 decibels (dBA) or greater, as measured from any point along the boundary line of the real property on which the sound pressure is generated.
 - (b) Nighttime: between the hours of 1:00 a.m. and 8:00 a.m. either outdoors or inside a building or structure so as to allow the amplified sound to be clearly and distinctly heard outside such building or structure.

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: 2018

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NY

By: John P. Franck, City Clerk