

City of Saratoga Springs  
Department of Public Safety  
474 Broadway  
Saratoga Springs, NY 12866  
(518) 587-3550 x 2632

# Memorandum

**To:** Commissioner Franck  
**From:** Commissioner Mathiesen  
**Date:** August 31, 2012  
**Re:** Award of Bid 2012-30

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The Department of Public Safety would like to award bid #2012-30 to Frank J. Ryan & Sons as they were the low bidder.

Please put this item on your September 4, 2012 City council agenda.

Thank you.



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF ACCOUNTS**

474 Broadway - City Hall  
Saratoga Springs, New York 12866

Telephone 518-587-3550  
Fax 518-587-6512

JOHN P. FRANCK  
COMMISSIONER

SHARON J. KELLNER-CHILLE  
DEPUTY COMMISSIONER

# Award of Bid Sign-Off Form

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- ✓ A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- ✓ certification of funds (if applicable) **must** be obtained and a copy **must** be attached to request an award of bid; and
- ✓ the budget line item **must** be identified and indicated below.

**An item to award a 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.**

Department of Bid: Public Safety  
Project or Item Being Awarded: Lake Ave Fire Station Runtig Bid #200-30  
Vendor Who Won the Bid: Frank J. Ryan & Sons  
Budget Line Item: H-31-4-16952 52000 1186

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

[Signature] 8/31/12  
Assistant Purchasing Agent Date

Director of Risk and Safety: Vendor being awarded the bid has  / has not  met all 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] 8/1/12  
Director of Risk and Safety Date

**Request for Certification of Sufficient Funds**

Submittal Date: 8-31-12

The Department of Public Safety 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.

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

Frank J. Ryan & Sons for the  
Lake Ave Firehouse Painting Project

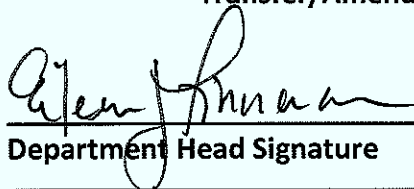
Appropriation – Current Budget Expense Org/Object/Proj(s): H-31-4-6952/5200/1186

Amount Requested for Approval: \$ 11,200.00

Current Amount Available: \$ 68,199.00

Transfer/Amendment Pending: \$

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

  
\_\_\_\_\_

Department Head Signature

8/31/12

Date

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**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

8/31/12

Approval Date



**Specifications**  
**for**  
**Lake Avenue Fire Station Painting Project**

**INTENT**

It is the intent of this specification to provide for the services of Lake Avenue Fire Station Painting Project. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to be of best quality. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

**GENERAL**

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

A **mandatory** on site inspection for prospective bidders will be held **Monday, August 20, 2012 at 10:00 am** at the Lake Avenue Fire Station, 60 Lake Avenue, Saratoga Springs, NY.

**SCOPE OF WORK**

In accordance with the Total IFB Price as set forth in the IFB Proposal, Contractor shall perform the following services; scraping, priming and painting the following areas and their square footage at the 60 Lake Avenue Fire House. All hanging items will be removed from the walls as applicable.

- |   |               |
|---|---------------|
| 1. Rear Storage/Fitness Area Walls = 1110 Square Feet<br>Rear Storage/Fitness Area Ceiling = 1070 Square Feet<br>Apparatus Area Walls = 2070 Square Feet<br>Apparatus Area Ceiling = 4830 Square Feet | Total Pricing |
| 2. East Stairwell Ceiling Approx. 458 Square Feet<br>East Stairwell Walls Approx. 884 Square Feet<br>West Stairwell Ceiling Approx. 458 Square Feet<br>West Stairwell Walls Approx. 884 Square Feet   | Total Pricing |
| 3. Bunk Room = Walls 1120 Square Feet<br>Bunk Room = Ceiling 680 Square Feet  | Total Pricing |

Rough numbers based on 8 Feet-0 Inches wall height above tile wall (approximately 6' high). Wall areas are not reduced at windows.

The contractor will perform all necessary work as provided for in this agreement so as not to interfere with the normal operation or activity of the Fire Station.

Before acceptance of the work, the contractor shall clean the work site and all grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid and no additional allowance will be made.

**PAINTING**

1. Surfaces must be clean and dry before painting. Dirt, dust, rust, old loose paint or other materials which could adversely affect final paint finishes are to be removed prior to application of paint. Repair small holes as needed.
2. Brushes or rollers should be used.
3. At least mid-range quality paint shall be used.
4. Spread rate (gallons/square foot) should be at least equal to (if not greater than) that recommended by the paint manufacturer.
5. Primer shall be one coat of **100% Acrylic latex**.
6. Finish shall consist of two coats of **100% Acrylic latex semi-gloss** paint.
7. All workmanship shall be of the highest quality and to the complete satisfaction of the Owner. All materials shall be applied in accordance with the manufacturer's directions.

**SUBMISSION REQUIREMENTS**

1. Detailed scope of services.
2. Total cost for scope of services.
3. List of relevant projects, including names and phone numbers of references.
4. Completed forms, Waiver of Immunity, Vendor Code of Conduct, and Risk & Safety Agreement.
5. Proof of Insurance.

TOTAL BID IN FIGURES:

ITEM #1 \$ 5960<sup>00</sup>  
 ITEM #2 \$ 3840<sup>00</sup>  
 ITEM #3 \$ 1400<sup>00</sup>

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



**FRANK J. RYAN & SONS**  
 1277 5th Ave. Troy, N.Y. 12180  
 Tel. (518) 274-6871 Fax (518) 274-0726

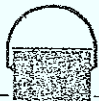
(City) (State) (Zip)

E-MAIL ADDRESS: bob@ryancommercialpainting.com

AUTHORIZED SIGNATURE: *MM*

PRINTED NAME: Robert L. Ryan Jr., President

TITLE: \_\_\_\_\_ DATE: 8/28/12



**FRANK J. RYAN & SONS**  
 1277 5th Ave. Troy, N.Y. 12180  
 Tel. (518) 274-6871 Fax (518) 274-0726



### Waiver of Immunity Clause

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

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

### Non-Collusive Bidding Certification

Required by Section 103(e) of 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/her 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(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

Signature: [Signature] Print Name: Robert L. Ryan Jr., President

Title: \_\_\_\_\_ Date: 8/28/12

Company: FRANK J RYAN & SONS, INC Address: 1277 5th AVE TROY, NY 12180

Subscribed to under penalty of perjury under the laws of the State of New York, this 28 day of AUG, 2012 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. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

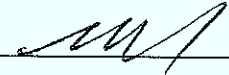
At a minimum, the City requires that all vendors/suppliers meet the following standards:

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

### Vendor Acknowledgement

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

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

Signature: 

Printed name: Robert L. Ryan Jr., President

Title: \_\_\_\_\_

Date: 8/28/12

Company Name: FRANK J. RYAN & SONS INC

Company Address: 1277 5th AVE TROY, NY 12180



## City of Saratoga Springs: Risk and Safety Agreement

### Part One: General Insurance Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits.
2. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / 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 Contractor.
4. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
5. The Contractor 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).
6. The Office of Risk & Safety Management must approve all insurance certificates.
7. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
8. 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).
9. If the Contractor 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:
  - (a) immediate termination of the contract;
  - (b) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) 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 Contractor.

#### Required Property and Casualty Insurance - Minimum coverage types and amounts:

- 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 Liability Insurance: One Million Dollars per Occurrence Aggregate

#### Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or 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.

### Part Two: Defense and Indemnification

The Contractor 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 Contractor 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 Contractor 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 Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis for all those activities performed within its contracted activities for the contact as executed.

The Contractor, 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 Contractor or its employees or anyone for whom the Contractor 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 (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), 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 Contractor, as aforesaid.

**Part Three: Safety**

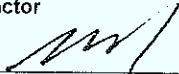
The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's 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 Contractor.

If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor 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 Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor 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 Contractor 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.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

Contractor

By: 

Title: Robert L. Ryan Jr., President

Date: 8/28/12