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:

November 12, 2014

Re:

Award of Bid 2014-24

The Department of Public Safety would like to award the bid #2014-24 Washington Street / Franklin Street Traffic Signal Replacement to Stilsing Electric, Inc. as they were the lowest bidder. Please place the award the bid on your November 18, 2014 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-BYRNES DEPUTY COMMISSIONER

Award/Extension of Bid Sign-Off Form

Award of Bid

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
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- o 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
- o the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) must be obtained and a copy must be attached to request an award of bid; and
- & budget line item must be identified and indicated below.

Extension of Bid

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

- O A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- O A copy of the page from the previous year's bid showing the bid can be extended; 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
- o the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all insurance requirements for the City of Saratoga Springs; and
- o approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an extension of bid; and
- o budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: Public Safety
Project or Item Being Awarded: Washington Street / Franklin Street Traffic Signal Replacement #2014-24
Item Being Extended:
<u>Vendor Who Won the Bid</u> : Stilsing Electric, Inc.
Budget Line Item: A-31-4-3314 / 54332
Budget Line Item:
Assistant Purchasing Agent: Purchasing policy has/ has not been followed in the selection of the winner of the bid or bid extension. Assistant Purchasing Agent
Director of Risk and Safety: Vendor being awarded the bid or the bid being extended 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. Director of Risk and Safety

**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.

Washinton Street/Franklin Street Traffic Signal Replacement 2014-24

\$117,000

Stilsing Electric, Inc 500 South Street, Rensselaer, NY 12144 518-463-4451 Kathleen Stilsing kstilsing@stilsingelectric.com

DLC Electric, LLC

\$127,300

479 State Route 40, Troy, NY 12182 518-326-8130 Ralph Cioffi rcioffi@dlcelectric.net

Dow Electric, Inc

\$159,000

3874 State Highway 11, Malone, NY 12953 518-483-9777 Tracy Dow kevinseymour@dowelectric.com

Request for Certification of Sufficient Funds

Submittal Date: 11-12-14	COMMUNICATION 2 2014
	ertification that sufficient funds are or will be lowing obligation when it becomes due and
Obligation to be incurred, detailing vendor etc. (attach supporting documentation):	name, project description, Council approval,
Award of Bid #2014-24 – Washington St. / I Stilsing Electric, Inc.	Franklin St. Traffic Signal Replacement to
Appropriation – Current Budget Expense O	rg/Object/Proj(s): A-31-4-3314 / 54332
Amount Requested for Approval:	\$ 117,000.00 🗸
Current Amount Available:	\$ 110,905.59
Transfer/Amendment Pending:	\$ 7,000.00
Transfer/Amendment Date:	11-18-2014

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.

Michelen Clark Madign 11/12/14

Commissioner of Finance

Approval Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No, Ext): (518) 244-4245 E-MAIL FAX (A/C, No): (518) 244-4262 ADDRESS:

Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Co Of America 25666 INSURER B: The Travelers Indemnity Co 25658 INSURED INSURER C: Travelers Property Casualty Company of America 25674 Stilsing Electric, Inc. 500 South Street INSURER D : PO Box 27 INSURER E Rensselaer, NY 12144 INSURER F :

CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER 1,000,000 Ā X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 04/01/2014 04/01/2015 300,000 CLAIMS-MADE | X | OCCUR DTC03F641498TIA14 X \$ 15,000 \$ MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 3,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 **AUTOMOBILE LIABILITY** В Χ X DTIN8103E641498IND14 04/01/2014 04/01/2015 BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) 3 HIRED AUTOS S UMBRELLA LIAB 5,000,000 Χ \$ OCCUR EACH OCCURRENCE 04/01/2014 04/01/2015 5,000,000 EXCESS LIAB X DTSMCUP3E641498TIL14 C AGGREGATE CLAIMS-MADE \$ 10.000 DED X RETENTION \$ \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE S FICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FB 2014-24 Washington Street/Franklin Street Traffic Signal Replacement City of Saratoga Springs, its officers, or its employees is a primary non-contributory additional insured for General Liability, Automobile Liability and Umbrella

Liability as required by written contract.

Additional Insured forms attached

CERTIFICATE HOLDER

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
	Jef. Man &

CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS) - NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY - CONTRACTORS COVERAGE PART

- 1. WHO IS AN INSURED (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. 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 person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
- 2. The insurance provided to the additional insured is limited as follows:
 - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III LIMITS OF INSURANCE.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
- 3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
- 4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
- 5. As a condition of coverage, each additional insured must:

- a.) Give us written notice of any "occurrence" or offense which may result in a claim and written notice of "suit" as soon as reasonably possible.
- b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

CG F2 76 06 03

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COMMERCIAL AUTO

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 SEC-TION 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.

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:

ANY PERSON OR ORGANIZATION THAT QUALIFIES AS AN INSURED UNDER PARAGRAPH 2.F. OF SECTION
II - WHO IS AN INSURED.

Project or Location:

ANY PROJECT FOR A PERSON OR ORGANIZATION THAT IS SHOWN IN THE PERSON OR ORGANIZATION SECTION OF THIS SCHEDULE, IF THE WRITTEN CONTRACT IN WHICH YOU HAVE AGREED TO PROVIDE INSURANCE FOR THAT PERSON OR ORGANIZATION FOR THAT PROSPECIFICALLY 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.

PROVISIONS

 The following is added to Paragraph 2. of SEC-TION 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;

- (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.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 141431598
STILSING ELECTRIC INC
P.O BOX 27, 500 SOUTH STREET
RENSSELAER NY 12144

POLICYHOLDER

STILSING ELECTRIC INC P.O BOX 27, 500 SOUTH STREET RENSSELAER NY 12144 **CERTIFICATE HOLDER**

CITYOF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866

POLICY NUMBER G 1449 616-0 CERTIFICATE NUMBER 466109 PERIOD COVERED BY THIS CERTIFICATE 04/01/2014 TO 04/01/2015 DATE 11/7/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1449 616-0 UNTIL 04/01/2015, 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 SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

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

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790 VALIDATION NUMBER: 96449278