199 CHURCH STREET, NEW YORK, N.Y. 10007-1100 Phone: (888) 997-3893

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

141542080
MID-STATE INDUSTRIES LTD
1105 CATALYN ST
SCHENECTADY
NY 12303

POLICYHOLDER

MID-STATE INDUSTRIES LTD

1105 CATALYN ST

SCHENECTADY NY 12303

CERTIFICATE HOLDER

SAMPLE CERTIFICATE FOR BIDDING PURPOSES SCHENECTADY NY 12303

POLICY NUMBER CE G 1317 095-6

CERTIFICATE NUMBER 823471 PERIOD COVERED BY THIS CERTIFICATE 01/01/2011 TO 01/01/2015

DATE 9/25/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1317 095-8 UNTIL 01/01/2015, 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 01/01/2015 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 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: 903507509

Client#: 26793

MIDSTINDUS

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

1/05/2015

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(iss) 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 and resemble).

OVERTHIS I INDICAL EXCLUSION A GE	nsuring Agency Inc oy Schenectady Road n, NY 12110 3-2665 Mid-State Industries, Ltd. 1105 Catalyn Street Schenectady, NY 12303 MAGES CER IS TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY REC FICATE MAY BE ISSUED OR MAY P JISTONS AND CONDITIONS OF SUCH	OF INS QUIREME ERTAIN,	NT, TERM OR CONDITION O	INSURER C:	insurer(s) AF sville Insure ints Mutual	FORDING COVERAGE		NAIC# 0674 3329
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X		INSR WV	MPA00000035411K			EACH OCCURRENCE	\$1,000.	000
X	COMMERCIAL GENERAL LIABILITY			75/75/25/17		PAMAGE TO RENTED PREMISES (En occurrence)	\$300,00	
X GE	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$15,000	
GE	BI/PD Ded: \$5,000		•			PERSONAL & ADV INJURY	s1,000,	
GE				'		GENERAL AGGREGATE	\$3,000,	
	NT. AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000.	
	POLICY X PRO-						\$	
AUT	TOMOBILE LIABILITY		BA00000075238J	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (En nockioni)	1,000.	000
X	ANYAUTO					BODILY INJURY (Per person)	\$	
X	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
X	I NON-OWNED					PROPERTY DAMAGE (Per nocklent)	\$	
^	HIRED AUTOS			* * * * * * * * * * * * * * * * * * *	ar a l	(Par (issue/ii)	\$	
 	UMBRELLA LIAB X OCCUR		CUP0000274	05/30/2014	05/30/2015	EACH OCCURRENCE	\$10,000	000
┢	EXCESS LIAB CLAIMS-MADE		00000274	03,30,2914	00,00,2010	AGGREGATE	\$10,000	
\vdash	DED X RETENTION \$\$10,000	1			* .		8	1000
	RKERS COMPENSATION		ISSUED		•	WC STATU- OTH	Ť	
ANI	D EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE / / N		SEPARATELY			EL EACH ACCIDENT	S.	
OFF	PROPRIETOR/PARTNER/EXECUTIVE TO CERMEMBER EXCLUDED?	N/A	BY NYSIF			E.L. DISEASE - EA EMPLOYE	+	
iiyo	os, describe under SCRIPTION OF OPERATIONS below	'	D. INTON			EL DISEASE - POLICY LIMIT \$		
	ase/Rent Eqpt		MPA00000035411K	05/30/2014	05/30/2015			
	staliation Fit		MPA00000035411K			\$250,000/Ded: \$2,5		
SCRIP FOR	TION OF OPERATIONS / LOCATIONS / VEHIC R BID PURPOSES, ONLY *** EV	LES (Atta	ih ACORD 101, Additional Remark E OF COVERAGE	a Schedula, If more space	s required)			
ERTIF	FICATE HOLDER			CANCELLATION				
	FOR BID PURPOSES - TO MAY CONCERN	о wно	M IT	THE EXPIRATION	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL E LICY PROVISIONS.		
				AUTHORIZED REPRESI	ENTATIVE	a an		

Spirit of Life Landscape Restoration

City Project Number: 2015-02



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

, ,				
City Department:I	Engineering	Department Contact Perso	on: <u>Debbie LaBre</u>	che City Ext.
Company Name:	Mid-State Industries. Ltd.			
Company Address:	1105 Catalyn Street, Sch	enectady, NY 12303-1830	6	
Company Telephone	No.: 518-374-1461	Co	mpany Fax No.:	518-381-6820
Contractor Primary	Contact for This Project:_	Jimmy Capobianco	Title:_Project	<u>Manager</u>
for the provision of The Contractor shall insurance policies list responsible for any spolicy, including any Insurance carried by contributory insurance with the exception of Contractor may utilize must be at least as I approve all insurance policy or endorseme business in the State Contractor fails to promaterial breach of coincluding but not limpayment(s) due under	a Springs herein requires professional services as of procure and maintain durited with limits equal to or guelf-insured retention or ded required endorsements at the City of Saratoga Spring to that provided by the Coff Professional Errors and Coffe umbrella/excess liability of certificates. The City of Saratoga sthe primary covern a certificates. The City of Saratoga sthe primary covern thereto. All insurance she of New York and must be occure and maintain the requirementat, whereupon the City of the contract or any other this contract or any other any required coverage(s) of the coverage(s) of	ring the term of this contracted than the enumerated uctible losses under each of any umbrella or excess, its officers, or its emplointractor. Every required commissions Coverage which everage to achieve the limits age (follow form). The Officeratoga Springs reserves its reall be provided by insurant rated "A-:VII" or better by ired coverage(s) and minimus of Saratoga Springs may eximmediate termination of er contract it has with the	ract, at the Contra illimits. The Contra of the required polics policy, shall be oyees, if any, shall be may be "claims maits required hereunce of Risk & Safety right to request cence carriers license A.M. Best (Current limits such failusercise any rights it the contract; (2) vendor (common	actor's expense, the actor shall be solely cies. Every required primary insurance. be excess and not e "occurrence basis" ade" coverage. The ader, such coverage Management must ertified copies of any ed & admitted to do t Rate Guide). If the are shall constitute a has in law or equity, withholding any/all law set-off); OR (3)

City Project Name:

The City of Saratoga Springs requires the Contractor 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 (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the

Excess Liability Insurance: One Million Dollars per Occurrence Aggregate

City's option, may be offset against any monies due to the Contractor.

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 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 fallure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that fallure 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 <u>prior</u> 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, 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.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. 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 rebidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature: Michael Hurry/99 Date: 3/30/30/5

Client#: 26793

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MIM/DD/YYYY) 3/25/2015

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 policios may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Cool Insuring Agency Inc PHONE (No. Ext): 518 783-2665 FAX, No): 5187838754 784 Troy Schenectady Road ADDRESS: Latham, NY 12110 INGURER(S) AFFORDING COVERAGE NAIC S 518 783-2665 MSURER A. Harleysville Insurance Co. of N 10674 INSURER D: Merchants Mutual Insurance Co INBURED 23329 Mid-State Industries, Ltd. INSURER C : 1105 Catalyn Street INSURER D : Schenectady, NY 12303 INSURER E : INSURER F :

C	COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
	THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN PERTAIN, 1	T, TERM OR CONDITION OF THE INSURANCE AFFORDED	F ANY CONTRACT OF D BY THE POLICIES TE BEEN REDUCED I	R OTHER DOO DESCRIBED I BY PAID CLAI	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS	
P	TYPE OF INSURANCE	ADDL SUSR	POLICY NUMBER	POLICY EFF (MM/PD/YYYY)	POLICY EXP	P LIMITS		
A			MPA00000035411K	05/30/2014	05/30/2015	EACH OCCURRENCE	s1,000,000	
	X COMMERCIAL GENERAL LIABILITY					PREMISES (En occurrence)	s 300,000	
	CLAIMS-MADE X OCCUR	1 1				MED EXP (Any one person)	s15,000	
	X BVPD Ded: \$5,000					PERSONAL & ADV INJURY	\$1,000,000	
l		1 1				GENERAL AGGREGATE	\$3,000,000	
l	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000	
	POLICY X PRO- LOC						\$	
A	AUTOMOBILE LIABILITY		BA00000075238J	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (En apadent)	\$1,000,000	
	X ANY AUTO					BODILY INJURY (Per person)	\$	
l	X ALL OWNED X SCHEDULED AUTOS		ŧ			BODILY INJURY (Por accident)	5	
i	X HIRED AUTOS X NON-OWNED					PROPERTY DAMAGE (Pnr noodent)	\$	
L							\$	
E	X UMBRELLA LIAB X OCCUR		CUP0000274	05/30/2014	05/30/2015	EACH OCCURRENCE	\$10,000,000	
l	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s10 <u>,000</u> ,000	
L	DED X RETENTION \$\$10,000						5	
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ISSUED			WC STATU- OTH-		
ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A	SEPARATELY			E.L. EACH ACCIDENT	\$	
l	(Miandatory in NH)		BY NYSIF			E.L. DISEASE - EA EMPLOYEE	3	
L	If yos, describe under DESCRIPTION OF OPERATIONS below		<u> </u>			E.L. DISEASE - POLICY LIMIT	s	
1	Lease/Rent Eqpt		MPA00000035411K			\$100,000/Ded: \$1,00		
 	Installation Fit		MPA00000035411K	05/30/2014	05/30/2015	\$250,000/Ded: \$2,50	0	
-	DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
	Project: Spencer Trask Memorial Spirit of Life Landscape Restoration							
c	City of Saratoga Springs is added to the General Liability and Umbrella Coverage as Additional Insured on a							
P	Primary and Non-Contributory basis if required by written contract. City of Saratoga Springs is also added							
te	the Auto Liability as Additional in	sured if	required by written con	tract.				
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l								
<u>_</u>	ERTIFICATE HOLDER			CANCELLATION				
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City of Samtons Springs				SHOULD ANY OF	THE ABOVE DI	ESCRIBED POLICIES BE CA	INCELLED BEFORE	

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
Anthur J. Menteta

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 141542080
MID-STATE INDUSTRIES LTD
1105 CATALYN ST
SCHENECTADY NY 12303

POLICYHOLDER
MID-STATE INDUSTRIES LTD

1105 CATALYN ST SCHENECTADY NY 12303 CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS 474 BROADWAY

SARATOGA SPRINGS NY 12866

POLICY NUMBER G1317 095-6 CERTIFICATE NUMBER PERIOD COVERED BY THIS CERTIFICATE DATE 3/30/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1317 095-6 UNTIL 01/01/2016, 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 01/01/2016 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 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: 485098381

City of Sarataga Springs, NY

Spencer Trosk Memorial Splift of Life Landscope Restoration: IFB #2015-02



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Project Number: 2015-02	City Project Name:	Spirit of Life Landscape Re	storation
City Department:	Department C	Contact Person:	City Ext.
Company Name: T+P Lo	wa and La	udscape	
Company Address: 779 H	<i>ampshire</i>	Seat Wiskay	Na Ny 12369
Company Telephone No.:	•		•
Contractor Primary Contact for Th	is Project: PaulmA	stembarshille: Pr	esident

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 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. The Contractor 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 Contractor. Every required coverage type shall be 'occurrence basis' with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. 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). 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 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: (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 Contractor.

The City of Saratoga Springs requires the Contractor 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 (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: One Million Dollars per Occurrence Aggregate
- 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 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 fallure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that fallure 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

To:3816820

City of Saratoga Springs, NY

Spancer Track Memorial Spirit of Life Landscope Restoration: IFB #2015-02

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 Insurance 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, shell 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), artsing 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 paregraphs, 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 ectual 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 Contractor, as aforesaid.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. 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 rebidding the work and/or by the increase in cost that results from using a different vendor.

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

bankon gotenbores

Contractor Signature:

Page 11 of 17

ACORO

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION DILLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

03/24/2015

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS GERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE (BSURGE INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the contribute holder to an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endersement. A statement on this certificate does not confer rights to the cortificate hotder in lieu of such endorsement(s). MARIE 818SON AS FOR 518-512-5249 ADAMS STATION INSURANCE AGENCY INC 518-512-5247 423 KENWOOD AVE marle@adamsetationinsurance.com DELMAR, NY 12054 INDURERUS AFFORDING CONCRAGE HAICI 26263 HOURERA: ERIE INSURANCE MATERIA THE LITTER B: T & P LAWN AND LANDSCAPE ONTURER C 779 HAMPSHIRE SEAT DISUNCE D DERVINER E : Niskayuna NY 12309 MISLIRER F : COVERAGES

CERTIFICATE NUMBER:

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DESCRIPTION OF OPENATIONS / LOCATIONS / VEHICLES (ACCION) 171, Additional Remarks Stateshift, may be extend if more expans to required PROJECT: LANDSCAPING FOR THE SPIRIT OF LIFE- SPENCER TRASK MEMORIAL PROJECT

CERTIFICATE HOLDER AND ALL PARTIES ARE COVERED AS AN ADDITIONAL INSURED INCLUDING: CITY OF SARATOGA SPRINGS

474 BROADWAY

SARATOGA SPRINGS, NY 12888

CERTIFICATE HOLDER	CANCELLATION
MID-STATE INDUSTRIES 1105 CATALYN STREET SCHENECTADY, NY 12803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPORTED TATIVE WORLD

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1 WATERVLIET AVENUE ALBANY, NEW YORK 12208-1649 Phone: (515) 437-8400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 141767073
T&P LAWN & LANDSCAPE INC
C/O PAUL ASTEMBORSKI
779 HAMPSHIRE SEAT
SCHENECTADY NY 12309

POLICYHOLDER

T&P LAWN & LANDSCAPE INC C/O PAUL ASTEMBORSKI 779 HAMPSHIRE SEAT SCHENECTADY NY 12309 CERTIFICATE HOLDER

MID-STATE INDUSTRIES SPIRIT OF LIFE SPENCER TRAST M 1105 CATALYN STREET SCHENECTADY NY 12303-1836

POLICY NUMBER		PERIOD COVERED BY THIS CERTIFICATE 04/01/2015 TO 04/01/2016	DATE 3/24/2015
A 1337 685-0	678780	04/01/2015 10 04/01/2015	3/24/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1337 685-0 UNTIL 04/01/2016, 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 04/01/2018 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 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: 88018278

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier	or Licensed Insurance Agent of that Carrier
1a. Legal Name and address of Insured (Use street address only) T & P LAWN & LANDSCAPE INC. 779 HAMPSHIRE SEAT NISKAYUNA, NY 12309	1b. Business Telephone Number of Insured 518 393 3898 1c. NYS Unemployment Insurance Employer Registration 1d. Federal Employer Identification Number of Insured or Social Security Number 141767073
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Mid State Industries 1105 Catalyn Street Schenectady, NY 12303-1836	3a. Name of Insurance Carrier Metropolitan Life Insurance Company 3b. Policy Number of entity listed in box "la" 5081651 3c. Policy effective period: April 1, 2015 To March 31, 2016
a_X All of the Employer's Employees eligible under the b Only the following class or classes of the employe Under penalty of perjury, I certify that I am an authorized represents that the named insured has NYS Disability Benefits insurance cover that Signed 03-25-2015 By	r's employees: ative or licensed agent of the insurance carrier referenced above and crage as described above.
(Signature of insurance cervier's m Stacey Cooney Telephone Number 813-673-3877 Title Statutory Disability IMPORTANT. If box "4a" is checked, and signed by the insurance carrier's certificate is COMPLETE. Mail is directly to the certificate. If how "4b" is checked, this certificate in NOT COMPLETE for	otherized representative or NYS Licensed Insurance Agent of that insurance carrier) Compliance authorized representative or NYS Licensed Insurance Agent of that earrier this
PART 2. To be completed by NYS Workers' Compo	ensation Board (Only if box "4b" of Part 1 has been checked)
	New York
Workers' Comp According to information maintained by the NYS Workers' Compensation Board, to respect to all of his/her employees.	pensation Board he above named employer has complied with the NYS Disability Benefits Law with
Date Signed By (Signowe o	(NYS Workers' Compensation Board Employee)
	lity benefits insurance policies and NYS licensed insurance agents o

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents o, those insurance carriers are authorized to issue the DB-120.1 form. Insurance brokers are NOT authorized to issue this form. DB-120.1 (5-06)

Spirit of Life Landscape Restoration

City of Saratoga Springs, NY

City Project Number: 2015-02

Spencer Trask Memorial Spirit of Life Landscape Restoration: IFB #2015-02



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Department:	Department Contact Person:	_ City Ext
Company Name: 1 M. Cashina C.		
Company Address: 84 Frederick	Lee Sibre my 12205	
Company Telephone No.: 56-459-209	Company Fax No.: 28-4	54-420
Contractor Primary Contact for This Project:	•	
for the provision of professional services as a The Contractor shall procure and maintain du insurance policies listed with fimits equal to or gresponsible for any self-insured retention or decipolicy, including any required endorsements a insurance carried by the City of Saratoga Sprin contributory insurance to that provided by the Cowith the exception of Professional Errors and Contractor may utilize umbrella/excess liability must be at least as broad as the primary cover approve all insurance certificates. The City of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess liability of Saratoga Professional Errors and Contractor may utilize umbrella/excess li	aring the term of this contract, at the Contractor's expreater than the enumerated limits. The Contractor shaductible losses under each of the required policies. Ever and any umbrella or excess policy, shall be primaryings, its officers, or its employees, if any, shall be exceptiontractor. Every required coverage type shall be "occurromissions Coverage which may be "claims made" coverage to achieve the limits required hereunder; sucrage (follow form). The Office of Risk & Safety Managiaratoga Springs reserves its right to request certified ochall be provided by insurance carriers licensed & adm	pense, the all be solely ry required insurance. ss and not ence basis" erage. The h coverage ement must pies of any litted to do

City Project Name:

The City of Saratoga Springs requires the Contractor 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 (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles

in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the

Excess Liability Insurance: One Million Dollars per Occurrence Aggregate

City's option, may be offset against any monies due to the Contractor.

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 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 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

City of Saratoga Springs, NY

Spancer Track Memorial Spirit of Life Landscape Restoration: IFB #2015-02

naming the City as Additional Insured on a primary and non-contributory basis <u>prior</u> 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, 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.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. 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 rebidding the work and/or by the increase in cost that results from using a different vendor.

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

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'				J.250-								
CERTIFICATE HOLDER CAP					CANCELLATION							
MID-STATE INDUSTRIES LTD 1105 CATALYN ST SCHENECTEDAY, NY 12303				SKOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION OATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FABLURE TO MAL BUCH NOTICE SHALL IMPOSE HO OBLIGATION OR LABBLITY OF ABY WORD UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.						OLICY		
				AUTHORIZED REPRESENTATIVE								
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DDES 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 liqu of such endorsements).

COVERAGES	CERTIFICATE NI	MOED.		DEVIS	ION NUMBER:				
Niskayuna	NY	12309	INSURER F :						
	***	40000	INSURER E :						
779 HAMPSHIRE SEAT			INSURER D:						
	INSURER C:								
T & P LAWN AND LANDS	CAPE								
INSURED			INSURER 8 :						
			INSURER A : E	RIE INSURANCE		26263			
DELMAR, NY 12054				INSURER(8) AFFORDING CO	OVERAGE	NAIC #			
423 KENWOOD AVE			ADDRESS;	marie@adamsstationii	nsurance.com				
ADAMS STATION INSUR	ANCE AGENCY INC		PHONE (A/G, No. Ext); E-MAIL ADDRESS;	518-512-5247		3-512-5249			
PRODUCER			CONTACT NAME:	MARIE SISSON					
certificate fioliter to fied of	ocen onceroomondo).		I ARIUTARY						

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

TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (NIA/DD/YYYY)	POLICY EXP (MM/PD/YYYY)	UNIT	8	
X COMMERCIAL GENERAL LIABILITY	X	Q367720034			EACH OCCURRENCE	8	100000
CLAIMS-MADE X OCCUR	^	2301720004	122772014	122112010	DAMAGE TO RENTED PREMISES (Ea occurrence)	<u>s</u>	100000
					MED EXP (Any one person)	3	500
	•••				PERSONAL & ADV INJURY	\$	100000
GENL AGGREGATE LIMIT APPLIES PER				-	GENERAL AGGREGATE	3	300000
POLICY PRO-					PRODUCTS - COMP/OP AGG	8	300000
OTHER						3	
AUTOMOBILE LIABILITY	X	Q127740011	12/27/2014	12/27/2015	COMBINED SINGLE LIMIT (Ea socidors)	\$	100000
X ANY AUTO ALL OWNED SCHEDULED AUTOS X HIRED AUTOS X AUTOS	^ .				BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per appoint)	5	
						\$	
X UMBRELLA LIAB X OCCUR	A Q301110024	0367770024	12/27/2014	12/27/2015	EACH OCCURRENCE	\$	200000
EXCESS LIAB CLAIMS-MAI		Q001110024		122172010	AGGREGATE	3	200000
DED RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1 :		!	-	PER OYH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	_				E L EACH ACCIDENT	\$	
(Mandatory in NH)	∐ N/A				E L DISEASE - EA EMPLOYEE	. 8	
If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT	5	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an Additional Insured on a "primary and non-contributory basis per contract." CITY OF SARATOGA SPRINGS

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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Wed, Apr 01, 2015 09:07 AM

@1 attachment

RE: Spirit of Life Landscape Restoration Bid Award

From: Peggle Gibeau < Peggle@midstateltd.com>

Subject: RE: Spirit of Life Landscape Restoration Bid Award

To: Debble LaBreche <debble.labreche@saratoga-springs.org>

Cc: Jimmy Capobianco < JimmyCaps@mldstateltd.com>

Attached please find the signed agreement and corporate resolution. (Bondo Maye been ordered)

Please acknowledge receipt of this email.

Peggie Gibeau

Construction Coordination Manager

Celebrating 44 years of service

1105 Catalyn Street, Schenectady, NY 12303-1836

peggie@midstateltd.com Tel: 518-374-1461, ext. 43

518-381-6820 Fax:

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----Original Message--

From: Debbie LaBreche [mailto:debbie.labreche@saratoga-springs.org]

Sent: Wednesday, April 1, 2015 8:20 AM

To: Peggie Gibeau

Subject: Re: Spirit of Life Landscape Restoration Bid Award

The agreement is attached with the contract date of 4-7-15. Could you send an email stating that you have ordered the bonds?

---- Original Message ----

From: "Peggie Gibeau" <Peggie@midstateltd.com>

To: "Debbie LaBreche, P.E." <debbie.labreche@saratoga-springs.org>, "Jimmy Capobianco" <JimmyCaps@midstateltd.com>

Cc: "Donna Buckley" <donna.buckley@saratoga-springs.org>

Sent: Tuesday, March 31, 2015 4:34:29 PM

Subject: RE: Spirit of Life Landscape Restoration Bid Award

I don't have an agreement, contract date or the bonds, which take two days to get.

Please acknowledge receipt of this email.

Peggie Gibeau

Construction Coordination Manager

Celebrating 44 years of service

1105 Catalyn Street, Schenectady, NY 12303-1836 peggie@midstateltd.com

Tel: 518-374-1461, ext. 43

Fax: 518-381-6820

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----Original Message----

From: Debbie LaBreche [mailto:debbie.labreche@saratoga-springs.org]

Sent: Tuesday, March 31, 2015 4:21 PM

To: Jimmy Capobianco; Peggie Gibeau

Cc: Donna Buckley

Subject: Spirit of Life Landscape Restoration Bid Award

Jimmy and Peggie - We are ready to include your bid in our NOVUS Agenda system for the 4/7 council meeting. We need your signed agreement, bonds and revised insurance for JC. (unless you include them on your payroll). We are all set with Mid-State and T & P Lawn and Landscape's insurances. Let me know if you have any concerns about getting the items to us by noon tomorrow. Thank you. - Debbie

Deborah LaBreche, P.E.
Asst. City Engineer
474 Broadway - City Hall
Saratoga Springs, NY 12866
Office Phone: 518-587-7098 Ext. 2616
Mobile: 518-390-0963
Fax: 518-580-9480
Email: debbie.labreche@saratoga-springs.org

Billatt: debbte.lablechevatatoga-springs.org

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Deborah LaBreche, P.B. Asst. City Engineer 474 Broadway - City Hall Saratoga Springs, NY 12866 Office Phone: 518-587-7098 Ext. 2616 Mobile: 518-390-0963 Fax: 518-580-9480

Email: debbie.labreche@saratoga-springs.org

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Signed Agreement and Corporate Resolution.pdf 738 KB