



# City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

5 Lake Avenue

Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

[www.saratoga-springs.org](http://www.saratoga-springs.org)

ANTHONY J. SCIROCCO  
COMMISSIONER

TIMOTHY J. COGAN  
DEPUTY COMMISSIONER

## MEMORANDUM

**Date:** 8/12/15  
**To:** John Franck, Commissioner of Accounts  
**From:** Anthony Scirocco, Commissioner of Public Works  
**Regarding:** 8/18/15 City Council Meeting Agenda

WOODLAWN AVENUE WATER MAIN WATER MAIN REPLACEMENT –  
DESIGN & CONSTRUCTION PHASE SERVICES  
Bid #2015-29

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The Department of Public Works requests that the Bid for Woodlawn Avenue Water Main Replacement – Design & Construction Phase Services be awarded to the low bidder, Creighton Manning Engineer, at the August 18, 2015 City Council Meeting. This is a unit price proposal with a total cost of \$55,900.00 for design & construction phase services for this project.

The work includes the fieldwork, design, bidding, construction administration and construction phase observation/inspection of the Woodlawn Avenue Water Main Replacement Project. The Project encompasses replacement of portions of aged water mains on Woodlawn, Van Dam, Greenfield and Walton Streets/Avenues, with new, larger DIP Water Mains. This Project is needed as there are documented issues with fireflow and pressure in these mains.



**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

**Department That Owns Award/Extension of Bid:** Department of Public Works

**Project or Item Being Awarded:** Woodlawn Ave Water Main Replacement Design Services

**Item Being Extended:** \_\_\_\_\_

**Vendor Who Won the Bid:** Creighton Manning Engineering

**Budget Line Item:** H3638332 52000 1167

**Mayor/Commissioner:** Please add to the August 18, 2015 City Council Agenda, the award of bid for "Woodlawn Avenue Water Main Replacement – Design and Construction Phase Services. (lowest bidder).

*Anthony J. Franck*  
Mayor/Commissioner

8/13/15  
Date

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

*Stephanie Richards*  
Assistant Purchasing Agent

8/13/15  
Date

**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.

*[Signature]*  
Director of Risk and Safety

8/14/15  
Date

**\*\*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.**

## Award/Extension of Bid Sign-Off Directions

## **Award of Bid**

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

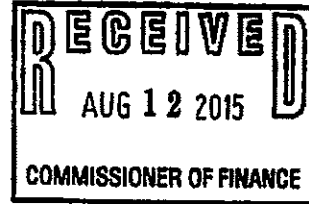
- The Mayor/Commissioner **must** approved of the Award and indicate such by signing the form; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing the form; and
- 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 the form 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 on the form.

## **Extension of Bid**

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

- The Mayor/Commissioner **must** approved of the Award and indicate such by signing the form; and
- 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 the form; and
- 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 the form that the vendor continues to meet 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 extension of bid; and
- budget line item **must** be identified and indicated on the form.

Request for Certification of Sufficient Funds



Submittal Date: 8/7/2015

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

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

Vendor: *Creighton Manning Engineering*  
Project: Water Replacement & Imp Project  
Woodlawn Ave Water Main Replacement-Construction-Original

Appropriation - Current Budget Expense Org/Object/Proj(s): H3638332 ✓ 52000 ✓ 1167 ✓

Amount Requested for Approval \$55,900 ✓

Current Amount Available: \$931,810.18 ✓

Transfer/Amendment Pending: \$529,198.09

Transfer/Amendment Date August 18, 2015

*[Signature]* Department Head Signature *8/12/15* Date

Certification of Sufficient Funds

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

*Michelle W. Clark-Madigan* Commissioner of Finance *8/12/15* Approval Date

ENGINEERS  
PLANNERS  
SURVEYORS

August 5, 2015  
City of Saratoga Springs  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866



**RE: RFP#: 2015-29 Woodlawn Avenue Water Main Replacement  
City of Saratoga Springs, NY**

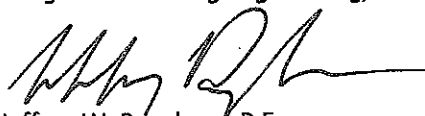
Dear Commissioner Franck:

Creighton Manning understands the need for the City of Saratoga Springs to replace the aging water mains on Woodlawn Avenue, Van Dam Street, Greenfield Avenue, and Walton Street. Replacement of the four inch water mains will address the existing fire flow and water pressure issues in this established City neighborhood. As a local firm with experience and staff who reside in adjacent neighborhoods, we understand the constraints of your existing infrastructure and the need to provide upgrades that create both a positive return on investment and improve the quality of life for residents. Our local presence and experience has helped us develop a clear understanding of the work that needs to be done. Your selection of Creighton Manning would have the following advantages to ensure the successful completion of this project:

- ✓ **Capability:** Based on our site visit and familiarity with the City of Saratoga Springs, Creighton Manning understands the project issues and will develop a design solution that is consistent with the project budget and objectives. The overall goals of the City will help guide project decisions.
- ✓ **Experienced Staff:** Greg Beswick, PE is an experienced design engineer capable of guiding this project through all the necessary approvals and design challenges. He is supported by qualified staff, all of whom have completed numerous municipal water, sanitary, and storm sewer projects in historic urban locations.
- ✓ **Team Approach:** A successful project requires a Team approach and Creighton Manning will work closely with Commissioner Scirocco and the City's Department of Public Works. By working together early on, Creighton Manning will deliver a project consistent with the vision and goals of the City.
- ✓ **Schedule Driven:** Creighton Manning knows that delays mean additional costs. We are known as a firm that delivers projects on-time, as evidenced by our ability to deliver six Federal-aid projects funded through the American Recovery and Reinvestment Act (ARRA) – including Church Street Reconstruction, which required accelerated schedules and stringent regulatory requirements. Creighton Manning firmly believes in the adage to "Get the Job Done".

Creighton Manning is excited about this opportunity to work with the City of Saratoga Springs again. Please contact me at 518.446.0396 with any questions regarding our experience and qualifications.

Respectfully submitted,  
**Creighton Manning Engineering, LLP**



Jeffrey W. Pangburn, P.E.  
Senior Project Manager, Partner

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.

TOTAL BID IN FIGURES: \$ 55,900

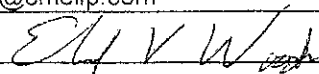
TOTAL BID WRITTEN: Fifty five thousand nine hundred dollars

COMPANY NAME: Creighton Manning Engineering, LLP

ADDRESS: 2 Winners Circle

Albany NY 12205 Phone No. (518) 446 -0396  
(City) (State) (Zip)

E-MAIL ADDRESS: ewoods@cmellp.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Edward V. Woods

TITLE: Partner DATE: August 5, 2015

## Fee Proposal

The Scope of Services was described in Section I of the proposal and is summarized as follows:

### Task 1: Design

- Attend Project Kickoff Meeting with City Engineer upon Contract Execution with City.
- Complete any required SEQR/Environmental Review Forms and Resolutions for City Execution.
- Create Design Plans and Project Manual for the City to Bid and Construct this Project.
- Assume One 8 hour day of fieldwork to log test pits for design purposes in the ROW by City.  
Excavator
- Provide Design Review submissions at 30, 60 and 95% complete.
- Prepare Engineers Construction Cost Estimate with updates at 30, 60 and 95% complete milestones.
- Assume two meetings with City Engineer to review plans and progress.
- Submit and acquire final plan approval from NYSDOH for Project.

### Task 2: Bidding Services

- Provide Bidding Services for Project including attendance at Pre-Bid Meeting.
- Provide 20 CD copies of Plans and Project Manual for distribution by City.

### Task 3: Construction Administration Services

- Provide Construction Administration Services, including Submittal Review for Project.

### Task 4: Construction Observation

- Provide Construction Observation Services for assumed 10 week construction period, with full-time on-site inspection for 75% of the time and part-time inspection for 25% of the time.

The lump sum fee for design, bidding services, construction administration services, and construction observation is summarized in the following table.

TASK	FEE	FEE BASIS
Design	\$31,700.00	Lump Sum Cost
Bidding Services	\$1,320.00	Lump Sum Cost
Construction Administration	\$1,880.00	Lump Sum Cost
Construction Observation	\$21,000.00	Not to exceed amount based on \$60 per hour
TOTAL	\$55,900.00	

The City of Saratoga Springs bid form is also enclosed.



**Waiver of Immunity Clause**  
Section §139(a) State Finance Law

Upon the refusal by a representative of your 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

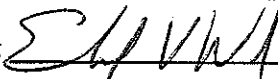
(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled 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**  
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature:  Print Name: Edward V. Woods, PE

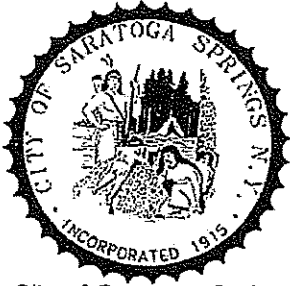
Title: Partner Date: August 3, 2015

Company: Creighton Manning Engineering, LLP Address: 2 Winners Circle, Albany, New York 12205

Subscribed to under penalty of perjury under the laws of the State of New York, this 3<sup>rd</sup> day of August, 2015 as the act and deed of said corporation of partnership. Hillary M. Foster

HILLARY M. FOSTER  
Notary Public, State of New York  
No. 01FO6245668  
Qualified in Albany County





## Vendor/Supplier Code of Conduct

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

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.
- **Conflict of Interest:** The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **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: Edward V. Woods, PE

Title: Partner

Date: August 3, 2015

Company Name: Creighton Manning Engineering, LLP



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

City Project Number: RFP# 2015-29 City Project Name: Woodlawn Avenue Water Main Replacement
City Department: Public Works Department Contact Person: Anthony Scirocco City Ext.
Company Name: Creighton Manning Engineering, LLP
Company Address: 2 Winners Circle, Albany, New York 12205
Company Telephone No.: 518.436.0396 Company Fax No.: 518.436.0397
Consultant Primary Contact for This Project: Shelly A. Johnston, PE Title: Partner

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 Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
Professional Liability Insurance: One Million per Claims with Two Million Aggregate
NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City 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 Consultant, 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 Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: [Signature] Date: August 3, 2015
Edward V. Woods, PE, Partner



CREIMAN-01

LTELLER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/3/2015

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 policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (518) 244-4245		FAX (A/C, No): (518) 244-4262
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Creighton Manning Engineering LLP 2 Winners Circle Albany, NY 12205	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Continental Casualty Company</b>		<b>20443</b>
	<b>INSURER B: The Continental Insurance Company</b>		<b>35289</b>
	<b>INSURER C: American Casualty Company</b>		<b>20427</b>
	<b>INSURER D: ARCH Insurance Company</b>		<b>11150</b>
	<b>INSURER E:</b> <b>INSURER F:</b>		

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

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6011202464	12/29/2014	12/29/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6011202500	12/29/2014	12/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6011202335	12/29/2014	12/29/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	6016605952	12/29/2014	12/29/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof. Liability			PAAEP0004100	07/01/2015	07/01/2016	Each Claim 3,000,000
D	Prof Liability			PAAEP0004100	07/01/2015	07/01/2016	Aggregate 5,000,000

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

RFP #2015-29 Woodlawn Avenue Water Main Replacement

City of Saratoga Springs is a primary non-contributory additional insured for General Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
 474 Broadway  
 Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John F. Manning*

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p>Creighton Manning Engineering, LLP. 2 Winners Circle Albany, NY 12205</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured (518) 446-0396</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1779483</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866</p>	<p>3a. Name of Insurance Carrier American Casualty Company</p> <p>3b. Policy Number of entity listed in box "1a": 6016605952</p> <p>3c. Policy effective period: December 29, 2014 to December 29, 2015</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

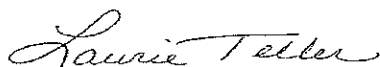
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by:



(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

(Signature)

6/11/15

(Date)

Title:

Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-244-4214

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

STATE OF NEW YORK  
WORKER'S COMPENSATION BOARD  
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name and Address of Insured (Use street address only) CREIGHTON MANNING ENGINEERING, LLP 2 WINNERS CIRCLE ALBANY, NY 12205	1b. Business Telephone Number of Insured (518) 446-0396 1c. NYS Unemployment Insurance Employer Registration Number of Insured 45815606 1d. Federal Employer Identification Number of Insured or Social Security Number 14 1779483
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	3a. Name of Insurance Carrier <b>The Guardian Life Insurance Company of America</b> 3b. Policy Number of entity listed in box "1a": 00922549-0000 3c. Policy effective period: 01/01/2015 to 01/01/2016

4. Policy Covers:
- a.  All of the employer's employees eligible under the New York Disability Benefits Law
  - b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed: 06/12/2015

By: *Stuart J. Shaw*

Telephone Number: 1-888-278-4542

Stuart J. Shaw, FSA, MAAA  
Title: Vice President, Group Insurance

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed:

By:

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

**Woodlawn Avenue Water Main Replacement 2015-29**

Risk and Safety

**WSP**

555 Pleasantville Rd. South building  
Briarcliff Manor, NY 10510  
Phone 914-747-1120  
[robert.severance@wspgroup.com](mailto:robert.severance@wspgroup.com)

\$121,000.00

Conditional

**Environmental Design Partnership**

900 Route 146  
Clifton Park, NY 12065  
Phone 518-371-7621  
[tmitchell@edplp.com](mailto:tmitchell@edplp.com)

\$68,500.00

Approved

**M. J. Engineering and Land Surveying, P. C.**

1533 Crescent Road  
Clifton Park, NY 12065  
Phone 518-371-0799  
[mpanichelli@mjels.com](mailto:mpanichelli@mjels.com)

\$60,300

Conditional

**Chazen Companies**

547 River Street  
Troy, NY 12180  
Phone 518-273-0055  
[ejohnson@chazencompanies.com](mailto:ejohnson@chazencompanies.com)

\$80,840.00

Approved

**Creighton Manning Engineering, LLP**

2 Winners Circle  
Albany, NY 12205  
Phone 518-446-0396

\$55,900.00

Approved

**Ryan Biggs/Clark Davis Engineering & Surveying P. C.**

257 Ushers road  
Clifton Park, NY 12065  
Phone 518-406-5506  
[aclark@ryanbiggs.com](mailto:aclark@ryanbiggs.com)

\$99,300.00 Only supplied one packet

Rejected

**CHA Companies**

111 Winners Circle  
Albany, NY 12205  
Phone 518-453-3927  
[fstellato@chacompanies.com](mailto:fstellato@chacompanies.com)

\$67,372.00

Conditional

**Stantec**

3 Columbia Circle, Suite 6  
Albany, NY 12203  
Phone 518-452-4358  
[mark.dempf@stantec.com](mailto:mark.dempf@stantec.com)

\$96,985.00

Conditional

**DuBois & King, Inc.**

PO Box 339, 28 North Main St.  
Randolph, VT 05060  
Phone 802-728-3376  
[lashley@dubois-king.com](mailto:lashley@dubois-king.com)

\$103,891.00

Conditional

**C. T. Male Associates**

50 Century Hill Drive  
Latham, NY 12110  
Phone 518-786-7400

\$75,470.00

Conditional

**Greenman-Pedersen, Inc.**

80 Wolf Road, Suite 300  
Albany, NY 12205  
Phone 518-453-9431  
[fmastrolanni@gpinet.com](mailto:fmastrolanni@gpinet.com)

\$67,825.00

Approved

**ARCADIS of New York, Inc.**

855 NY Rt. 146, Suite 210  
Clifton Park, NY 12065  
Phone 518-250-7300  
[robert.ostapczuk@arcadis.com](mailto:robert.ostapczuk@arcadis.com)

\$86,753.09

Rejected

**Clark Patterson Lee**  
30 Century Hill De., Suite 104  
Latham, NY 12110  
Phone 518-463-4107  
[msmullen@clarkpatterson.com](mailto:msmullen@clarkpatterson.com)

**Crawford & Associates Engineering & Land Surveying, PC**

551 Warren Street  
Hudson, NY 12534  
Phone 518-828-2700 x123  
[Brandee@crawfordandassociates.com](mailto:Brandee@crawfordandassociates.com)

\$49,500.00

Conditional

\$62,800.00

Approved