



**BID NO. 2015-23**  
**CONTRACT DOCUMENTS**  
**AND**  
**SPECIFICATIONS**  
**FOR**

**WASHINGTON STREET WATER MAIN REPLACEMENT**

**CITY OF SARATOGA SPRINGS, NEW YORK**  
**SARATOGA COUNTY, NEW YORK**

**CONTRACT NO. 1 – GENERAL CONSTRUCTION**

**CITY COUNCIL**

**HONORABLE JOANNE YEPSSEN – MAYOR**  
**JOHN FRANCK – COMMISSIONER OF ACCOUNTS**  
**MICHELE MADIGAN – COMMISSIONER OF FINANCE**  
**CHRISTIAN MATHIESEN – COMMISSIONER OF PUBLIC SAFETY**  
**ANTHONY SCIROCCO – COMMISSIONER OF PUBLIC WORKS**

**JUNE 2011**  
**REVISED JUNE 2015**

**PREPARED BY:**

**BARTON & LOGUIDICE, D.P.C.**  
**10 AIRLINE DRIVE**  
**SUITE 200**  
**ALBANY, NEW YORK 12205**





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

Purchasing Department  
474 Broadway  
Saratoga Springs, New York 12866

Telephone 518-587-8550  
Fax 518-587-6512

JOHN P. FRANCK  
COMMISSIONER

MAIRE MASTERSON  
DEPUTY COMMISSIONER

July 16, 2015

**Addendum #1**  
**Washington Street Water Main Upgrade Project 2015-23**

The following questions have been asked on bid 2015-23:

*Questions:* At your convenience can you please provide me with the following:

1. *Construction Cost/Engineers Estimate*
2. *Addendum*

*Answers:*

1. There is not one available
2. This is the first addendum issued for 2015-23

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for

**CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT**

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SECTION 00020

NOTICE TO BIDDERS

Sealed bids for the furnishing of all labor and material necessary for Washington Street Water Main Replacement will be received by the City of Saratoga Springs' Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York until 2:00 PM local time Thursday, July 23, 2015 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. – 1 – General Construction – The work includes replacement of the existing 4" D.I. water main with approximately 1,350 linear feet of 8" D.I. water main, valves, hydrants and other appurtenances between Beekman Street and Bensonhurst Avenue. The work will also include temporary provision of water service during the construction period, installation of water services along the pipe corridor and approximately 6 connections to existing water mains, and establishment of a truck detour directing non-local traffic to around the project area.

Contract Documents, including Advertisement For Bids, Information For Bidders, Labor and Employment, Additional Instructions, Bid Documents, Agreement, General Conditions, General Requirements, Specifications, Contract Drawings and any Addenda, may be examined at no expense at the office of Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205 or at the Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York in accordance with the Instructions to Bidders. Contract Documents will be provided electronically on compact disc (CD) in pdf format and may be obtained at the City of Saratoga Springs City Clerk's Office, 474 Broadway, Saratoga Springs, New York 12866. There will be a non-refundable charge of Twenty Dollars (\$20). The CD does not need to be returned. Checks shall be made payable to the "City Clerk". Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained the Contract Documents and attended the pre-bid meeting.

In order for prospective bidders to become familiar with the project, ask questions and view the project site, a pre-bid meeting will be held on July 9, 2015 at 10:00 AM in the City Council room at City Hall. At this meeting, the general scope of the project will be reviewed and questions will be received regarding the work. Minutes will not be issued for this meeting. Any interpretations and/or clarifications necessitated by this meeting will be issued by a follow-up addendum.

This is an exempt capital improvement project, and Bidders shall not include in their bid



BID NO. 2015-23

SECTION 00020

NOTICE TO BIDDERS

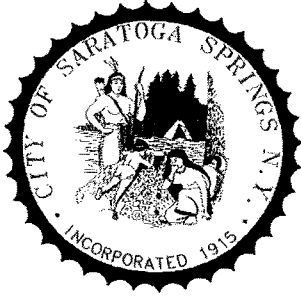
sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the City of Saratoga Springs prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

Each bid must be accompanied by security in an amount not less than ten percent (10%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

The City reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, on-responsive or conditional bid documents.

END OF SECTION



BID NO. 2015-23

SECTION 00050

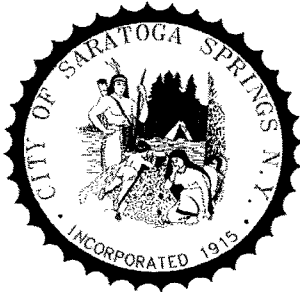
QUANTITIES FOR CANVASS OF BIDS

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
1.	Clearing	NEC	LS
2.	Temporary Water Service	NEC	LS
3.	Work Zone Traffic Control	NEC	LS
4.	Erosion and Sediment Control	NEC	LS
5.	8-inch DIP and Fittings	1,380	LF
6.	6-inch DIP and Fittings	175	LF
7.	4-inch DIP and Fittings	25	LF
8.	8-inch Gate Valves and Valve Boxes	14	EA
9.	6-inch Gate Valves and Valve Boxes	1	EA
10.	4-inch Gate Valves and Valve Boxes	1	EA
11.	8-inch Insertion Valves and Valve Boxes	1	EA
12.	6-inch Insertion Valves and Valve Boxes	1	EA
13.	4-inch Insertion Valves and Valve Boxes	5	EA
14.	8-inch Temporary Line Stop	1	EA
15.	6-inch Temporary Line Stop	1	EA
16.	4-inch Temporary Line Stop	1	EA
17.	Hydrant Assembly	4	EA
18.	Topsoil	60	CY
19.	Seeding	0.20	ACRE
20.	Cast-In-Place Concrete (Minor Construction) Sidewalk	2,550	SF
21.	Cast-In-Place Concrete (Minor Construction) Curb	500	LF
22.	Subbase	775	CY
23.	Cold Milling	4,775	SY
24.	Asphalt Binder Course	575	TON
25.	Asphalt Top Course	375	TON
26.	Saw Cutting Asphalt Pavement and/or Concrete Pavement Base	4950	LF
27.	¾-inch Water Service	42	EA
28.	1-inch Water Service	1	EA
29.	1.5-inch Water Service	1	EA
30.	2-inch Water Service	1	EA
31.	¾-inch Type K Copper Tubing	1150	LF

6.15

00050-1

539.022.002



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SECTION 00050

QUANTITIES FOR CANVASS OF BIDS

32.	1-inch Type K Copper Tubing	25	LF
33.	1.5-inch Type K Copper Tubing	25	LF
34.	2-inch Type K Copper Tubing	25	LF
35.	Test Pit	50	EA
36.	Borrow	925	CY
37.	Pipe Zone Backfill	340	CY
38.	Pipe Zone Bedding	170	CY
39.	Rock Removal	120	CY
40.	Standard Manholes	12	VF
41.	Frame and Covers	2	EA
42.	8-inch PVC Non-Pressure Sewer	50	LF
43.	6-inch PVC Non-Pressure Sewer	50	LF
44.	8-inch Specials	5	EA
45.	6-inch Specials	20	EA
46.	Pipe Bollards	24	EA
47.	Misc. Utility Allowance	\$10,000.00	-
48.	Connection to Existing Watermain – Beekman Street	NEC	LS
49.	Connection to Existing Watermain – Elm Street	NEC	LS
50.	Connection to Existing Watermain – Birch Street	NEC	LS
51.	Connection to Existing Watermain – Washington Street	NEC	LS
52.	Connection to Existing Watermain – Bensonhurst Avenue	NEC	LS

END OF SECTION



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SECTION 00100

INFORMATION FOR BIDDERS

00100.01 LOCATION OF THE WORK

The work for the Washington Street Water Main Replacement is located along Washington Street between Beekman Street and Bensonhurst Avenue in the City of Saratoga Springs, New York.

00100.02 DESCRIPTION OF THE WORK

The items of work under this Contract include, but are not necessarily limited to the following:

Contract No. 1 – General Construction: The work includes replacement of the existing 4" D.I. water main with approximately 1,350 linear feet of 8" D.I. water main, valves, hydrants and other appurtenances between Beekman Street and Bensonhurst Avenue. The work will also include temporary provision of water service during the construction period, installation of water services along the pipe corridor and approximately 6 connections to existing water mains, and establishment of a truck detour directing non-local traffic to around the project area.

00100.03 COMMENCEMENT AND COMPLETION OF THE WORK

Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Engineer.

The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

All work items of the Contracts shall be substantially completed within sixty (60) calendar days following the date the Contractor is notified to proceed with the work unless such period is extended by the Owner as provided herein.





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SECTION 00100

INFORMATION FOR BIDDERS

00100.04 COLLATERAL WORK AND CONDITIONS OF WORK

Each Bidder shall inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. (See also Section 01012.01.)

Each Contractor will be required to coordinate his work with the work of other Contracts. Each Contractor will be required to adjust his schedule accordingly.

00100.05 RECEIPT & OPENING OF BIDS

The City of Saratoga Springs (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be sealed in envelopes addressed to City of Saratoga Springs – Accounts Department, 474 Broadway, Saratoga Springs, New York 12866. The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

00100.06 INFORMALITIES, WAIVERS AND WITHDRAWALS

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.

Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within sixty (60) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered, and will be returned unopened.



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SECTION 00100

## INFORMATION FOR BIDDERS

### 00100.07 BID PREPARATION

Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed.

All Contract Documents, except the Contract Drawings, the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this binder.

All Contract Documents, except the Contract Drawings, Performance Bond and Labor & Materials Payment Bond, and Certificate of Insurance must be submitted with the Bid. The Contract Documents are defined in the Agreement.

Any Bidder may modify his Bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic or facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic or facsimile modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic or facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within three days from the closing time, no consideration will be given to the telegraphic or facsimile modification.

### 00100.08 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to the Purchasing Agent of Saratoga Springs, 474 Broadway, Saratoga Springs, New York 12866, Stefanie Richards at 587-3550, ext. 2550, and to be given consideration must be received at least five (5) days prior to the date set for the opening of Bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by certified mail to all holders of Contract Documents at the addresses furnished therefore, at least three (3) days prior to the date of the opening of Bids.



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SECTION 00100

INFORMATION FOR BIDDERS

00100.08 ADDENDA AND INTERPRETATIONS - Continued

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

00100.09 QUALIFICATIONS OF BIDDERS

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

Conditional Bids will be considered informal and will be rejected.

Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn and notarized financial statement, and a statement of his qualifications and experience.

00100.10 OBLIGATIONS OF BIDDERS

At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed himself fully of the conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of his obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve him from any obligation in respect to his Bid.

00100.11 BID SECURITY

Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than ten percent (10%) of the Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner



BID NO. 2015-23

SECTION 00100

INFORMATION FOR BIDDERS

00100.11 BID SECURITY - Continued

and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the "Commissioner of Finance."

Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of his Bid.

00100.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of his Bid, the security deposited with his Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

00100.13 DISCREPANCY IN BIDS

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any bid between unit prices and the extended totals therefore, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.

00100.14 LOWEST BIDDER

Bids will be compared on the basis of the totals for the Contract, corrected as necessary in conformance with Article 00100.13, given at the bottom of the schedule of quantities, prices and extensions. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.



BID NO. 2015-23

SECTION 00100

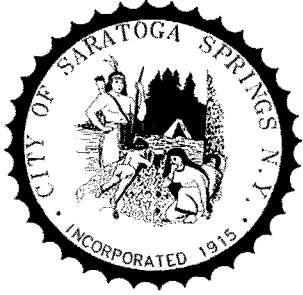
INFORMATION FOR BIDDERS

00100.15 AWARD OF CONTRACT

The Contract will be awarded to that responsible Bidder whose Bid, after corrections and adjustments, totals the least number of dollars.

The Owner reserves the right to reject any and all Bids.

END OF SECTION



BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.01 GENERAL

The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

00150.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers' Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of \$25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.



BID NO. 2015-23

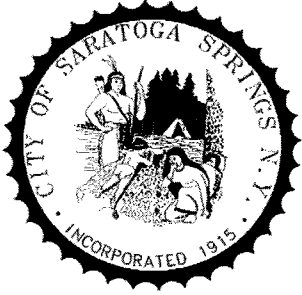
SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES

In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

- A. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which his employment relates; and
- B. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and
- C. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
- D. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and
- E. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. During the performance of this Contract, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion,



BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under subparagraphs (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of subparagraphs (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, disability or national origin.





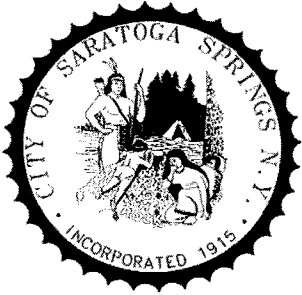
BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.
7. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney



BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.03 NON-DISCRIMINATION AND LABOR PRACTICES - Continued

General, requesting him to intervene and protect the interest of the State of New York.

- G. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.
- H. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

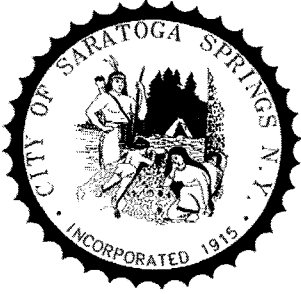
00150.04 LEGAL DAY'S WORK

In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

00150.05 WAGE RATES

In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.



BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.05 WAGE RATES - Continued

It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS

In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

- verified statements as described in the preceding paragraph



BID NO. 2015-23

SECTION 00150

LABOR AND EMPLOYMENT

00150.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS  
- Continued

- certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract
- certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

00150.07 MINIMUM RATES

New York State Department of Labor wage rates will be in effect on this Project.

The minimum wage rates designated by the Commissioner of Labor of the State of New York IS Prevailing Rate Case #2011004694 which can be accessed on the Department of Labor's website. These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Saratoga Springs  
Charles Marshall, Engineer I  
Barton and Loguidice, P.C.  
10 Airline Drive  
Suite 200  
Albany NY 12205

Schedule Year 2015  
Date Requested 06/01/2011  
PRC# 2011004694

Location Washington Street  
Project ID# 539-022  
Project Type Replacement of 4" D.I.P with 8" D.I.P in the same trench along Washington Street and installation of 6" D.I.P along Walnut Street.

**PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT**

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

**NOTICE OF COMPLETION / CANCELLATION OF PROJECT**

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

## Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

## Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

## Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).



The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.01 BORING AND SUBSURFACE DATA

The Owner has not obtained subsurface data at the site of the Project. It is anticipated that the proposed pipe will be installed within the same trench as the existing water main.

00160.02 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held after award of the Contract, but prior to commencement of construction, at the office of the Owner, and the Contractor shall have an authorized representative of his firm present at this meeting.

00160.03 POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

00160.04 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

00160.05 NON-COLLUSIVE BIDDING CERTIFICATION

A Non-Collusive Bidding Certification form as bound in these documents must be executed and accompany the Bid.

00160.06 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS

00752.03 INSURANCE

Insurance shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice has been given to the Owner.



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.06 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS –  
Continued

In reference to Article 00752.03.C, the Owner's Protective Liability Insurance shall be provided and shall name the Owner (City of Saratoga Springs), and the Engineer (Barton & Loguidice, D.P.C.).

Modify the second paragraph to include the following insurance coverages and provisions:

General Insurance Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. The Office of Risk & Safety Management must approve all insurance certificates.
7. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following:



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.06 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS –  
Continued

- (a) immediate termination of the contract;
- (b) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
- (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

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

General Liability Insurance: Commercial General Liability including completed products and operations and personal liability insurance	\$1 Million per occurrence with \$2 Million aggregate
Combined Single Limit Automobile Insurance for Owned, Hired and Non-owned Vehicles	\$1 Million
Excess Liability Insurance	\$5 Million per occurrence aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

NYS Statutory Worker's Compensation and Disability Insurance

1. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3
2. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155

The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City and the ENGINEER as **Additional Insured** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.06 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS –  
Continued

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 and ENGINEER as an ***Additional Insured*** for all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as “City”), from and against all claims, damages, losses and expense (including, but not limited to, attorneys’ fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or SubContractors.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

00759.01 ESTIMATE QUANTITIES

In amplification of Article 00759.01, Bidders are advised that in the event of an overrun and/or underrun in the estimated unit price quantities contained in the Bid, the unit price for all respective items will be used for payment.



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.06 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS –  
Continued

00759.04 SALES TAX EXEMPTION

In amplification of Article 00755.04, Bidders are advised of the following:

Purchases for the City of Saratoga Springs are not subject to any Federal, State or City sales tax. Exemption certificates will be executed upon request.

00759.05 PROGRESS REPORTS AND ESTIMATE

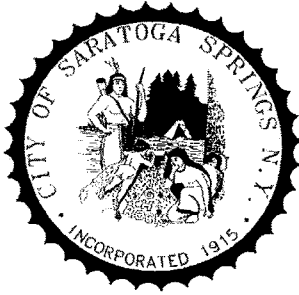
In amplification of an amendment to article 00759.05 a monthly progress report and progress estimate shall also be completed by the contractor. Progress payments will have a 5% retainage, thus the Owner shall pay the sum equal to 95% of the monthly estimate.

00160.07 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS

01019 SITE CONDITIONS

In amplification of and amendment to Article 01019, the following shall be included:

- A. Before commencement of operations, the Contractor shall notify the following of his schedule of operations:
1. Dig Safely New York
  2. City of Saratoga Springs – City Engineer
  3. Commissioner of Public Works
  4. Engineer
- B. The location of existing underground facilities as shown on the Contract Drawings are approximate only, and the exact location shall be made in the field by the Contractor and shall be paid for under the test pit bid item. In particular, the existing watermains must be field located by the Contractor.



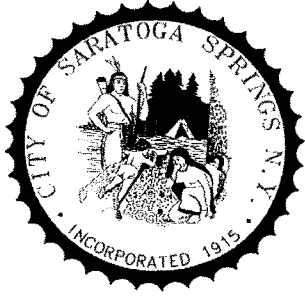
BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.07 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS –  
Continued

- C. When construction activities require the disturbance of mailboxes, fences, signs or posts, the Contractor shall temporarily relocate the items in a position acceptable to the Engineer. Upon completion of construction, the Contractor shall replace each item in a location acceptable to the Engineer and in a condition equal to or better than their original condition. Payment for the above work shall be included in the Clearing bid item.
  
- D. All trees, shrubs, and the like at the construction site shall be preserved and protected by the Contractor, except those that are specifically indicated to be removed and replaced. Trees not scheduled for removal shall be carefully protected from damage by boxing. Whenever excavation is to be performed within the root zone of trees (normally about the spread of the limbs), the Contractor shall have a qualified nurseryman or forester on the job to supervise the excavation operation, to prune and paint all damaged roots or limbs over 1 inch diameter with an approved tree wound paint, and to prune the tree to match the undamaged root system. When the excavation will be within the area of the major roots of a tree (8 feet from trees 8 inches to 10 inches, 10 feet from trees 12 inches to 20 inches, and 12 feet from trees over 20 inches), the Contractor shall hand excavate or directional bore to avoid damaging the roots.
  
- E. If the work of this Contract requires entry into or activities within areas which are considered to be "confined spaces" or which may otherwise contain hazardous atmospheres, the Contractor shall be responsible for providing all necessary personnel instructions, monitoring and safety equipment, as required by all applicable codes and regulations. Such areas include, but are not limited to any space containing chemicals, fuels or combustibles or poor ventilation.
  
- F. **Damage and Clean-up:** The Contractor shall be responsible for clean-up and removal from the site of any and all dirt, rubbish and debris resulting from his operation.



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.07 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS –  
Continued

- G. Equipment and Material Storage: Limited space will be available for storing Contractors' materials, equipment, employee vehicles and site. If additional space is needed, it will be the responsibility of the contractor to obtain.

01051 LAYOUT OF WORK

In amplification of and amendment to Article 01051.01 and .02, all layout of the work shall be performed by the Contractor with input from the Engineer and Owner. Payment shall be included under the "Clearing" bid item. Staking shall be completed by the Contractor following utility locating via Dig Safe New York, and shall be reviewed with and approved by the Engineer and Owner before proceeding with any work.

01580 PROJECT SIGN

A project sign is not required.

01590 ENGINEER'S FIELD OFFICE TRAILER

A Engineer's Field Office trailer is not required.

01064 SAFETY AND HEALTH

Add the following:

01064.04 CITY OF SARATOGA SPRINGS SAFETY PROVISIONS:

CONTRACTOR shall comply with NYS OSHA laws 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





BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.07 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS –  
Continued

safety of any of Contractor's employees, subContractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor.

If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a difference vendor.

00160.08 TIE-IN TO EXISTING WATER MAINS

All tie-ins/connections to the existing water mains must be coordinated with the City Engineer, Tim Wales, at (518) 587-3550.

A maximum of 4 hours will be allowed for localized water system shutdowns and/or isolation for each water main tie-in, unless otherwise approved by the Engineer and Owner.

00160.09 POLYETHYLENE ENCASEMENT OF UNDERGROUND PIPES

All buried metallic pipe, valves and fittings, greater than 2 inches in diameter, shall be encased in polyethylene. This includes new items as well as existing items which are exposed



BID NO. 2015-23

SECTION 00160

### ADDITIONAL INSTRUCTIONS

00160.9 POLYETHYLENE ENCASEMENT OF UNDERGROUND PIPES –  
Continued

during construction. The Contractor shall provide polyethylene encasement in accordance with AWWA C105 as shown on the drawings, specified herewith, or directed. The polyethylene film shall be 8 mil Class C tubes or sheets as required.

00160.10 TEST PITS

The Contractor shall be responsible for verification of horizontal and vertical alignments of existing buried utilities at all proposed crossings as shown on the Contract Drawings prior to performing any work. If necessary, the Contractor may perform test pits at all potential buried utility conflicts in advance of installation. The Contractor shall determine the elevations of all utilities and notify the Engineer of said elevations and whether or not any of the utilities will interfere with any of the proposed alignments/structures. The Engineer will direct the Contractor with any design modifications, if required. The Contractor shall perform test pits to verify the diameter of the existing water mains at the points of connections. Test pits shall be approved by the Engineer and Owner prior to proceeding with excavation.

00160.11 ANTICIPATED SEQUENCE OF OPERATIONS

The anticipated sequence of construction presents an approach to the project. It is not intended to reflect every detail of the work required to complete the project, and does not absolve the Contractor of responsibility under this Contract to furnish and install a complete and operational system in accordance with the Contract Documents, applicable laws and regulations. Should it become necessary to deviate from this anticipated sequence of construction, Contractor shall not be due additional compensation for any such deviation. The Contractor may suggest an alternate sequence of construction if he believes it would be more efficient, and as effective or more effective at accomplishing the intent of the project while maintaining customer service, but shall follow the anticipated sequence of construction below unless such alternate sequence is first approved in writing by the Owner's Representative. Note that the intent of the project sequence is two-fold as follows:

- 1) Minimize disruption of water service to customers of the water system; and
- 2) Install each section as noted on the Plans and the following table, placing that particular section in service and then constructing the following section.



BID NO. 2015-23

SECTION 00160

ADDITIONAL INSTRUCTIONS

00160.012 MISCELLANEOUS UTILITY ALLOWANCE

The bidders are not to add the amount of the Miscellaneous Utility Allowance to their bid for the work shown. Each allowance shall be added to the unit bid for the work to determine the total bid for the Contract. However, the Contractor shall only be due payment for all or a portion of the amount bid for the Miscellaneous Utility Allowance for additional work as may be authorized by the Owner in accordance with Section 00757. Any amounts not so authorized upon completion of the work shall be deducted from the contract amount.

END OF SECTION



BID NO. 2015-23

SECTION 00301

BIDDER'S CHECKLIST

(All pages of this color to be completed by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00370-1 to 00370-17: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

State and Federal Requirements: Each of the following forms must be executed:

STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative.

ACKNOWLEDGEMENTS, Page 00484-1, requires Bidder's signature and completion.

WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATION, Page 00484-2, requires Bidder's signature and information.

STATEMENT OF BIDDER'S QUALIFICATIONS, Pages 00484-3 to 00484-4, requires all questions answered, Bidder's signature and Bidder's information witnessed by a Notary Public.

RISK AND SAFETY AGREEMENT, Page 00484-5, requires Bidder's signature and information.

BID BOND, Pages 00499-1 to 00499-2: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

NOTE: To Bid all Contracts, the Bidder must fill in all pages this color.

END OF SECTION

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 -- GENERAL CONSTRUCTION

0

BROUGHT FORWARD

JOB NO. 539.022

1	NEC	Clearing FOR <u>Twenty Six thousand</u> <u>Three hundred fifty four</u> PER LS	26354 00	26354 00
2	NEC	Temporary Water Service FOR <u>Fourteen thousand</u> <u>Five Hundred</u> PER LS	14500 00	14500 00
3	NEC	Work Zone Traffic Control FOR <u>Sixteen thousand four</u> <u>hundred Ninety Seven</u> PER LS	16497 00	16497 00
4	NEC	Erosion and Sediment Control FOR <u>One thousand Eight</u> <u>hundred Ninety Six</u> PER LS	1896 00	1896 00

CARRY FORWARD 59,247.00

00370-2

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD

59,247.00

5	1,380	8-inch DIP and Fittings FOR <u>Fifty Six dollars</u> <u>Fifty two cents</u> PER LF	56	52	77997	60
6	175	6-inch DIP and Fittings FOR <u>Fifty dollars Sixty</u> <u>Seven cents</u> PER LF	50	67	8867	25
7	25	4-inch DIP and fittings FOR <u>One hundred One</u> <u>dollars twenty Eight cents</u> PER LF	101	28	2532	00
8	14	8-inch Gate Valves and Valve Boxes FOR <u>One thousand two hundred</u> <u>Forty five dollars Thirty</u> <u>Six cents</u> PER EA	1245	36	17435	04

CARRY FORWARD 116,078.89

00370-3

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD 166,078.89

9	1	6-inch Gate Valves and Valve Boxes FOR <u>Eight hundred thirty</u> <u>Four dollars</u> PER EA	834 00	834 00
10	1	4-inch Gate Valves and Valve Boxes FOR <u>Six hundred Eight</u> <u>two dollars</u> PER EA	682 00	682 00
11	1	8-inch Insertion Valves and Valve Boxes FOR <u>Nine thousand Eight</u> <u>Hundred Seventy two dollars</u> PER EA	9872 00	9872 00
12	1	6-inch Insertion Valves and Valve Boxes FOR <u>Seven thousand Seven</u> <u>Hundred Ten dollars</u> PER EA	7710 00	7710 00

CARRY FORWARD 185,176.89 90370-4

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022 BROUGHT FORWARD 185,176.89

13	5	4-inch Insertion Valves and Valve Boxes FOR <u>One thousand four hundred</u> <u>Forty Eight dollars</u> PER EA	1448 20	7241 00
14	1	8-inch Temporary Line Stop FOR <u>Four thousand Six hundred</u> <u>Sixty One dollars</u> PER EA	4061 00	4061 00
15	1	6-inch Temporary Line Stop FOR <u>Four thousand</u> <u>Twenty dollars</u> PER EA	4020 00	4020 00
16	1	4-inch Temporary Line Stop FOR <u>Three thousand Six</u> <u>hundred Ninety Nine</u> PER EA	3699 00	3699 00

CARRY FORWARD 204,797.89 00370-5



BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539-022

BROUGHT FORWARD 204,797.89

17	4	Hydrant Assembly FOR <u>Four thousand One hundred</u> <u>forty One dollars Fifty</u> PER EA <u>Cents</u>	4141	50	165166.00
18	60	Topsoil FOR <u>Fifty Six dollars Twenty</u> <u>Two Cents</u> PER CY	56	22	3373.20
19	0.20	Seeding FOR <u>Ten Thousand Five hundred</u> <u>Five dollars</u> PER ACRE	10505	00	2101.00
20	2,550	Cast-In-Place Concrete (Minor Construction) Sidewalk FOR <u>Six dollars Fifty</u> <u>Seven Cents</u> PER SF	6	50	16753.50

CARRY FORWARD 243,591.59 00370-6

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD 243,591.59

21	500	Cast-In-Place Concrete (Minor Construction) Curb FOR <u>Twenty three dollars</u> <u>Fifty One Cents</u> PER LF	23 51	11755 00
22	775	Subbase FOR <u>Forty two dollars</u> <u>Fifty Nine Cents</u> PER CY	42 59	33007.25
23	4,775	Cold Milling FOR <u>Three dollars Seventy</u> <u>Four Cents</u> PER SY	3 74	17858 50
24	575	Asphalt Binder Course FOR <u>One hundred thirty three</u> <u>dollars fifty seven</u> PER TON CENTS	133 57	76802.75

CARRY FORWARD 383,015.09

00370-7

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD 383,015.09

25	375	Asphalt Top Course FOR <u>One hundred Eight dollars Twenty Nine Cents</u> PER TON	108 29	40608 75
26	4,950	Saw Cutting Asphalt Pavement and/or Concrete Pavement Base FOR <u>One dollar Eleven Cents</u> PER LF	1 11	5494 50
27	42	3/4-inch Water Service FOR <u>Two hundred twenty dollars fifty Cents</u> PER EA	220 50	9261 00
28	1	1-inch Water Service FOR <u>Three hundred fifty seven dollars</u> PER EA	357 00	357 00

CARRY FORWARD 438,736.37 00370-8

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD 438,736.34

29	1	1.5-inch Water Service FOR <u>Five hundred fifty two dollars</u> PER EA	552.00	552.00
30	1	2-inch Water Service FOR <u>Seven hundred thirty Six dollars</u> PER EA	736.00	736.00
31	1150	3/4-inch Type K Copper Tubing FOR <u>Nineteen dollars Fifty three Cents</u> PER LF	19.53	22459.50
32	25	1-inch Type K Copper Tubing FOR <u>Twenty Nine dollars Seventy two Cents</u> PER LF	29.72	743.00

CARRY FORWARD 463,226.84 <sup>00370-9</sup>

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022 Brought Forward 463,226.84

33	25	1.5-inch Type K Copper Tubing FOR <u>Thirty two dollars</u> <u>forty cents</u> PER LF	32 40	810 00
34	25	2-inch Type K Copper Tubing FOR <u>Thirty Six dollars</u> <u>forty four cents</u> PER LF	316 44	911 00
35	50	Test Pit FOR <u>Four hundred Eleven</u> <u>dollars Fifty Six Cents</u> PER EA	411 56	20578 00
36	925	Bottom FOR <u>Thirty two dollars</u> <u>Eighty four cents</u> PER CY	32 84	30377 00

CARRY FORWARD 515,902.84 90370-10

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD 515,902.84

37	340	Pipe Zone Backfill FOR <u>Seventy dollars</u> _____ PER CY	70 00		23800 00
38	170	Pipe Zone Bedding FOR <u>Fifty Seven dollars</u> <u>Nine Cents</u> PER CY	57 09		9705 30
39	120	Rock Removal FOR <u>One hundred fifty two</u> <u>dollars thirteen Cents</u> PER CY	152 13		18255 60
40	12	Standard Manholes FOR <u>Three hundred fifty four</u> <u>dollars forty two Cents</u> PER VF	354 42		4253 04

CARRY FORWARD 571,916.28 <sup>00370-11</sup>

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022 BROUGHT FORWARD 571,916.78

41	2	Frame and Covers FOR <u>Six hundred twenty</u> <u>Six dollars</u> PER EA	<u>62600</u>	<u>125200</u>
432	50	8-inch PVC Non-Pressure Sewer FOR <u>Fifty Eight dollars</u> <u>Sixty two cents</u> PER LF	<u>5862</u>	<u>293100</u>
43	50	6-inch PVC Non-Pressure Sewer FOR <u>Fifty Six dollars</u> <u>Twenty cents</u> PER LF	<u>5620</u>	<u>281000</u>
44	5	8-inch Specials FOR <u>One hundred fifty five</u> <u>dollars Sixty cents</u> PER EA	<u>15560</u>	<u>77800</u>

CARRY FORWARD 579,687.78 00370-12

BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

BROUGHT FORWARD 579,687.78

JOB NO. 539.022

45	20	6-inch Specials FOR <u>Seventy dollars</u> <u>forty Five Cents</u> PER EA	70 45	1409 00
46	24	Pipe Bollards FOR <u>Six hundred twenty Nine</u> <u>dollars Eighty Eight</u> PER EA <u>Cents</u>	629 88	15117 12
47	NEC	Misc. Utility Allowance FOR Ten Thousand PER L.S.	10,000 00	10,000 00
48	NEC	Connection to Existing Watermain - Beekman Street FOR <u>Five thousand Six hundred</u> <u>Eight dollars</u> PER LS	5608 00	560800

CARRY FORWARD 611,821.90 <sup>00370-13</sup>



BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022 BROUGHT FORWARD 611,821.90

49	NEC	Connection to Existing Watermain - Elm Street FOR <u>Six thousand One hundred forty Nine dollars PER LS</u>	<u>6149 00</u>	<u>6149 00</u>
50	NEC	Connection to Existing Watermain - Birch Street FOR <u>SIX thousand two hundred Eighty dollars PER LS</u>	<u>6280 00</u>	<u>6280 00</u>
51	NEC	Connection to Existing Watermain - Washington Street FOR <u>FIVE thousand three hundred fifty three dollars PER LS</u>	<u>5353 00</u>	<u>5353 00</u>
52	NEC	Connection to Existing Watermain - Bensonhurst Avenue FOR <u>Nine thousand three hundred forty Nine dollars PER LS</u>	<u>9349 00</u>	<u>9349 00</u>

CARRY FORWARD 638,952.90 90370-14


BID NO. 2015-23  
SECTION 00370  
BID

CITY OF SARATOGA SPRINGS  
WASHINGTON STREET WATER MAIN REPLACEMENT  
CONTRACT NO. 1 - GENERAL CONSTRUCTION

JOB NO. 539.022

BROUGHT FORWARD

638,952.90

	
TOTAL OR GROSS BID WRITTEN IN WORDS - <u>Six hundred thirty</u> <u>Eight thousand Nine hundred fifty two</u> <u>dollars and Ninety Cents</u>	<u>\$ 638,952.90</u>
	<u>\$ 638,952.90</u>



BID NO. 2015-23

SECTION 00370

BID FOR CONSTRUCTION OF WASHINGTON STREET  
WATER MAIN REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

50 Lincoln Ave.

Watervliet, NY 12189

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.



BID NO. 2015-23

SECTION 00370

BID FOR CONSTRUCTION OF WASHINGTON STREET  
WATER MAIN REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check\*, cash\*, or a bid bond\* for the sum of 15%

(\$      ) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 7/23/15, 20   \*\* Gallo Construction a corporation  
organized under the law of New York State

  
Signature of Bidder

Print Name of Signer of Bid Michael A. Gallo  
Address 50 Lincoln Ave. Watervliet, NY 12189

\* Cross out designations not applicable.

\*\* Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

6.15

00370-17

539.022.002



BID NO. 2015-23

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Saratoga Springs

We have reviewed the Bid of Gallo Construction Corp.  
(Contractor)

of 50 Lincoln Avenue, Watervliet, NY 12189  
(Address)

for Replace Water Main Washington Street City of Saratoga Springs  
(Project)

Bids for which will be received on July 23, 2015  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: *Christy Sprague* Travelers Casualty and Surety Company of America

*Francis A. Lowther*  
Surety's Authorized Signature(s)  
Francis A. Lowther, Attorney-In-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION



**ACKNOWLEDGEMENTS**

The Undersigned understands that the City reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will: (1) Commence work upon receipt of the executed contract, (2) provide bonds as required, (3) commence active construction work at the site as outlined in the Notice to Proceed, (4) substantially complete the work in its entirety, ready for use by the City as outlined in the final completion date indicated herein.

Signed: *Michael Gallo*

Title: Vice President

Company: Gallo Construction Corp.

Address: 50 Lincoln Ave.  
Watervliet, NY 12189

Date: 7/23/15

Telephone Number: (518) 273-0234

Cellular Number: \_\_\_\_\_

Facsimile Number: (518) 273-0245

Email Address: bid@qalloqc.com



**Waiver of Immunity Clause**

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

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

**Non-Collusive Bidding Certification**

Required by Section 103(e) of State Finance Law

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

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

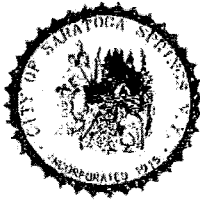
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth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

Signature: Michael A. Gallo Print Name: Michael A. Gallo

Title: Vice President Date: 7/23/15

Company: Gallo Construction Corp. Address: 50 Lincoln Ave. Watervliet, NY 12189

Subscribed to under penalty of perjury under the laws of the State of New York, this 23rd day of July, 2012 as the act and deed of said corporation of partnership.



\*PLEASE SEE ATTACHED DOCUMENT\*

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Gallo Construction Corp.
2. Permanent main office address. 50 Lincoln Ave. Watervliet, NY 12189
3. Year organized. 1948
4. If a Corporation, where incorporated. NY
5. How many years have you been engaged in the contracting business under your present firm or trade name? 66 years
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

<b>PROJECT NAME / AMOUNT</b>	<b>CONTACT NAME</b>	<b>PHONE</b>	<b>EMAIL</b>

7. General character of work performed by your company.  
\_\_\_\_\_
8. Have you ever defaulted on a contract? If so, where and why?  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.



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11. List your major equipment available for this contract.

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12. Background and experience of the principal members of your organization, including the officers.

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13. Credit available: \$ \_\_\_\_\_.

14. Give bank reference: \_\_\_\_\_

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? \_\_\_\_\_

**THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.**

Dated this day of: \_\_\_\_\_ 2015

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Company Address:

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**City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services**  
(For Construction Projects Whose Values are Over Five Hundred Thousand Dollars and Less Than One Million Dollars)

City Project Number: \_\_\_\_\_ City Project Name: Washington Street Water Main Replacement  
 City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext: \_\_\_\_\_  
 Company Name: Gallo Construction Corp.  
 Company Address: 50 Lincoln Ave. Watervliet, NY 12189  
 Company Telephone No.: (518) 0273-0234 Company Fax No.: (518) 273-0245  
 Contractor Primary Contact for This Project: Cass Bennett Title: Civil Estimator

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**: Five 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 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 naming the City as **Additional Insured on a primary and non-contributory basis** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract 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 re-bidding 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: [Signature] Date: 7/23/15



## Vendor/Supplier Code of Conduct

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

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

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

### Vendor Acknowledgement

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

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

Signature: Michael A Gallo Printed name: Michael A Gallo

Title: VP Date: 8-4-15

Company Name: Gallo Construction Corp

Company Address: 50 LINCOLN AVE WATERVILLE N.Y. 12189

Thomas A. McDonald, I.E.  
Barton & Loguidice, P.C.  
10 Airline Drive  
Suite 200  
Albany, NY 12205  
T: (518) 218-1801 Ext. 2032

Charles "Chad" R. Kortz, P.E.  
C.T. MALE ASSOCIATES  
5 West Main Street  
Johnstown, NY 12095-2310  
T: (518) 848-3533  
F: (518) 848-3534

A.J. Brooks  
ARCADIS U.S., Inc.  
855 Route 146, Suite 210  
Clifton Park, New York 12065 USA  
T: (518) 250-7374  
F: (518) 250-7301

Daniel R. Hershberg, PE & LS  
18 Locust Street  
Albany, NY 12203-2908  
T: (518) 459-3096  
F: (518) 459-5683

James A. Besha, Sr., P.E.  
Albany Engineering Corporation  
5 Washington Square  
Albany, NY 12205  
T: (518)-456-7712 x408  
F: (518)-456-8451



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned, <sup>Travelers Casualty and Surety</sup>  
Gallo Construction Corp. As Principal AND Company of America As  
SURETY are held and firmly bound unto <sup>City of Saratoga Springs</sup> hereinafter called CITY OF  
SARATOGA SPRINGS in the penal sum of (\$ 5% of Bid ) -- Five Percent of Bid --  
DOLLARS lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.  
t whereof of Principal successors an assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has  
submitted the Accompanying Bid, dated July 23rd, 2015.

FOR IFB #: 2015-23-- Washington Street Watermain

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period  
specified therein after the opening of the same, or if no period specified, within thirty (30)  
days. After the said period specified, within ten (10) days after the prescribed forms with  
the City of Saratoga Springs in accordance with the Bid as accepted and give bond with  
good faithful performance and proper of said Bid within the period specified, or the  
failure to enter into such Contract and give such bond within the time specified, if  
between the amount specified in said Bid and the amount for which the City of Saratoga  
Springs the difference between the amount specified in said Bid and the amount for  
which the City of Saratoga Springs may procure and the required work or supplies for  
both, if the latter be in excess of the former, then the above obligation shall be void and  
of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this  
instrument under their several seals this 17th day of July, 2015  
the name and corporate seal of each corporate party being hereto affixed and these  
presents signed by its undersigned representative, pursuant to authority of its governing  
body.

City of Saratoga Springs, NY

Washington Street Watermain  
IFB #2015-23

In Presence of:

\_\_\_\_\_ INDIVIDUAL PRINCIPAL (seal)  
\_\_\_\_\_ BUSINESS ADDRESS

\_\_\_\_\_ PARTNERSHIP  
(seal)

\_\_\_\_\_ BUSINESS ADDRESS

BY \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_ CORPORATE PRINCIPAL

Gallo Construction Corp.

BY Michael A. Gallo \_\_\_\_\_ BUSINESS ADDRESS

AFFIX CORPORATE SEAL  
Michael A. Gallo, Vice President 50 Lincoln Ave. Watervliet, NY 12189

ATTEST: Francis A. Lowther Travelers Casualty and Surety Company of America

CORPORATE SURETY  
BY \_\_\_\_\_ AFFIX CORPORATE  
Francis A. Lowther, Attorney-In-Fact SEAL

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and \_\_\_he\_\_\_ duly acknowledged to me that \_\_\_he\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

State of New York  
County of Albany

On this 17 day of July, 2015, before me personally appeared Michael A. Gallo, to me known, who being by me duly sworn, did depose and say: that he/she resides at Watervliet NY; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Lisa A. Gizara  
Notary Public

Lisa A. Gizara  
Notary Public, State of New York  
Qualified in Montgomery County  
No. 01G16085575  
Commission Expires December 30, 2018

**SURETY ACKNOWLEDGMENT**

State of New York  
County of Onondaga

On this 17th day of July, 2015, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Courtney P. Parady  
Notary Public

COURTNEY PEPPER PARDY  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01PAG304020  
My Commission Expires May 19, 2018



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224907

Certificate No. 006404363

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Edward J. Reagan, Robert B. Parrish, Francis A. Lowther, Natalie M. Jimenez, and Tara Lanning

of the City of Marcellus, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of June 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,187,283	UNEARNED PREMIUMS	\$ 855,349,712
BONDS	3,411,436,837	LOSSES	680,188,443
STOCKS	328,931,879	LOSS ADJUSTMENT EXPENSES	366,811,823
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,866
PREMIUM BALANCES	209,982,904	OTHER EXPENSES	40,087,405
NET DEFERRED TAX ASSET	62,639,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,387,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,682
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,896
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,078,655	POLICYHOLDER DIVIDENDS	7,376,699
		PROVISION FOR REINSURANCE	3,416,605
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,590,788
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,138,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,110,578,190</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,674,373,715
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,114,657,475</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,226,233,685</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,226,233,685</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

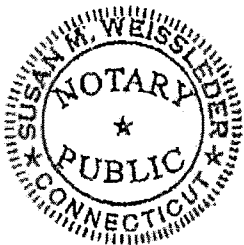
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSELEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19TH DAY OF MARCH, 2015



BID NO. 2015-23

SECTION 00570

AGREEMENT

This CONTRACT, in six (6) copies, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Saratoga Springs, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 474 Broadway, Saratoga Springs, NY 12866, hereinafter designated as "Owner", Party of the First Part,

and Gallo Construction Corporation

50 Lincoln Avenue

Watervliet

County of Albany State of New York

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1 – General Construction.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

BID NO. 2015-23

SECTION 00570

AGREEMENT

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, **Risk and Safety** Agreement, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

Addendum 1 – July 16, 2015

The City's Risk and Safety Agreement sets and supersedes the insurance, claims, indemnification and litigation terms and conditions of the original bid contractual agreements.

BID NO. 2015-23

SECTION 00570

AGREEMENT

Article 7. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

BID NO. 2015-23

SECTION 00570

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

\_\_\_\_\_ (OWNER)

By: \_\_\_\_\_

(Seal)

CONTRACTOR

GALLO CONSTRUCTION CORP

(Seal)

By: Michael J. Gallo VP

BID NO. 2015-23

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

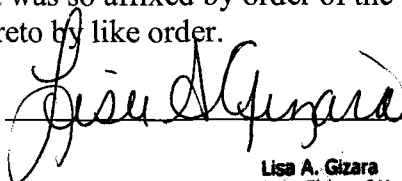
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of NY )  
County of Albany ) SS:

On this 25 day of August, 2015, before me personally came and appeared Michael Gallo to me known, who, being by me duly sworn, did depose and say that he resides at Wateruliet NY; that he is the VICO President of Gallo Const. Corp, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Lisa A. Gizara  
Notary Public, State of New York  
Qualified in Montgomery County  
No. 01G16085575

BID NO. 2015-23

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_

BID NO. 2015-23

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of \_\_\_\_\_, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managing members of said limited liability company, and that he signed his name thereto by like order.

\_\_\_\_\_



BID NO. 2015-23

SECTION 00570

AGREEMENT

(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of \_\_\_\_\_  
\_\_\_\_\_ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: \_\_\_\_\_  
Owner's Attorney

\_\_\_\_\_  
(Date)

END OF SECTION



Bond No. 106306734

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Gallo Construction Corp.

As Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America as Surety, hereinafter called Surety are held and firmly bound unto the City of Saratoga Springs as Oblige hereinafter called Owner, in the amount of Six Hundred Thirty Eight Thousand Nine Hundred Fifty Two & 90/100 Dollars; (\$ 638,952.90), for payment whereof of Principal Successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 20, 2015 ENTERED INTO a Contract with Owner for: " IFB #: 2015-23 Washington Street Watermain".

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project Area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- 2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of August, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

\_\_\_\_\_ (Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Business Address)  
By: Michael A. Gallo  
Michael A. Gallo, Vice President  
Gallo Construction Corp.  
\_\_\_\_\_  
(Corporate Principal)

Attest:

Karen Gallo

50 Lincoln Avenue, Watervliet, NY 12189  
(Business Address)

By: \_\_\_\_\_ (Seal)  
Francis A. Lowther, Attorney-In-Fact

Attest:

Christy Sprague

Travelers Casualty and Surety Company of America  
(Corporate Surety)  
One Tower Square, Hartford, CT 06183  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

By: N/A

\*Attorney-in-Fact, State of New York

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.



**LABOR AND MATERIAL PAYMENT BOND**

Note: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That Gallo Construction Corp. Principal

(Hereinafter called Principal) and Travelers Casualty and Surety Company of America

as Surety (hereinafter called Surety) are held and firmly bound unto the City of Saratoga Springs as Obligee (hereinafter called Owner) for the use and benefit of claimants as herein below defined; in the amount of

Dollars Six Hundred Thirty Eight Thousand Nine Hundred Fifty Two & 90/100

(\$ 638,952.90), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 20, 2015, entered into a Contract with Owner for " IFB #: 2015-23 Washington Street Watermain." The Contract is by reference made part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution hereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of August, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

\_\_\_\_\_  
(Individual Principal) (Seal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Business Address)

Attest:

Karen Gallo

By: Michael A. Gallo  
Michael A. Gallo, Vice President  
Gallo Construction Corp.  
(Corporate Principal)

50 Lincoln Avenue, Watervliet, NY 12189  
(Business Address)

Attest:

Christy Sprague

By: \_\_\_\_\_ (Seal)  
Francis A. Lowther, Attorney-In-Fact

Travelers Casualty and Surety Company of America  
(Corporate Surety)  
One Tower Square, Hartford, CT 06183  
(Business Address)

By: \_\_\_\_\_ Affix  
Corporate Seal

Countersigned

By: N/A

\*Attorney-in-Fact, State of New York

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

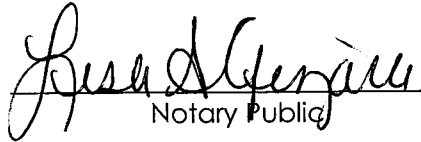
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and \_\_\_\_\_ he \_\_\_\_\_ duly acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

State of NY  
County of Albany

On this 21<sup>st</sup> day of August, 2015, before me personally appeared Michael A. Gallo to me known, who being by me duly sworn, did depose and say: that he/she resides at Waterliss NY; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

  
Notary Public

Lisa A. Gizara  
Notary Public, State of New York  
Qualified in Montgomery County  
No. 01G16085575  
Commission Expires December 30, 2018

**SURETY ACKNOWLEDGMENT**

State of New York  
County of Onondaga

On this 20th day of August, 2015, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

  
Notary Public

COURTNEY PEPPER PARDY  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01PA6304020  
My Commission Expires May 19, 2018



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224907

Certificate No. 006290750

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Edward J. Reagan, Robert B. Parrish, Francis A. Lowther, Natalie M. Jimenez, and Tara Lanning

of the City of Marcellus, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of AUGUST, 2015

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,187,283	UNEARNED PREMIUMS	\$ 855,349,712
BONDS	3,411,436,937	LOSSES	680,168,443
STOCKS	328,931,879	LOSS ADJUSTMENT EXPENSES	358,911,823
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,866
PREMIUM BALANCES	209,982,904	OTHER EXPENSES	40,097,405
NET DEFERRED TAX ASSET	62,839,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,882
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,986
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,078,655	POLICYHOLDER DIVIDENDS	7,376,699
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,590,788
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,138,048
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	\$ 2,110,576,190
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,674,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,114,657,475
TOTAL ASSETS	\$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	\$ 4,225,233,665

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

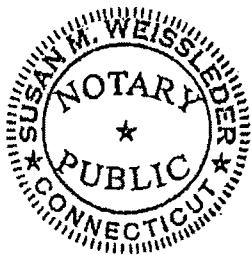
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19TH DAY OF MARCH, 2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2015

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> Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 315-673-2094		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> GALLCON Gallo Construction Corp 50 Lincoln Ave Watervliet NY 12189	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A :AGCS Marine Insurance Co		22837
	INSURER B :Hartford Fire Insurance Co.		19682
	INSURER C :Merchants Mutual ins. Company (WHG)		23329
	INSURER D :Travelers Ind. Co. America		25674
	INSURER E :Charter Oaks Fire ins. Co.		25615
INSURER F :			

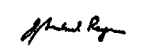
**COVERAGES**                      **CERTIFICATE NUMBER:** 2045799935                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 <input checked="" type="checkbox"/> Inclds.X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	DTCO4F813903TIA15	2/6/2015	2/6/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Primary <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Noncontribut	Y	Y	DT8104F813903PHX15	2/6/2015	2/6/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Phys Dmg	\$40,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP0000086	2/6/2015	2/6/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	RDTJUB4F81390315	2/6/2015	2/6/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B E A	Disability Coverage Leased/Rented Equipment Builders Risk - Blanket			DBL174606 PKG275970 MZI93047842	2/6/2015 2/6/2015 2/6/2015	2/3/2016 2/6/2016 2/6/2016	Statutory \$150,000 \$750,000	\$500 Ded. \$1,000 Ded.

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

Additional Insured and Waiver of Subrogation are applicable only if required by contract  
 Auto Hired Physical Damage Deductibles \$100 Comp/\$500 Collision  
 Primary and Non-Contributory basis including products and completed operations applies to General Liability Primary basis applies to Umbrella policies.  
 Umbrella follows form.  
 \*C105.2 Attached\*  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	<b>CANCELLATION</b>  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  
--	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Reagan Insurance		NAMED INSURED Gallo Construction Corp 50 Lincoln Ave Watervliet NY 12189	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Project: Washington Street water Main in Saratoga Springs  
 Certificate holder and the Engineer are listed as additional insured on General Liability, Auto and umbrella Policies.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> Gallo Construction Corp 50 Lincoln Ave Watervliet NY 12189</p> <p><b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b></p>	<p><b>1b. Business Telephone Number of Insured</b> 518-273-0234</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 15122649</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 141454116</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866</p>	<p><b>3a. Name of Insurance Carrier</b> Travelers Ind. Co. America</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> RDTJUB4F81390315</p> <p><b>3c. Policy effective period</b> <u>2/6/2015</u> to <u>2/6/2016</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> <b>included. (Only check box if all partners/officers included)</b> <input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b></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 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: Edward J. Reagan  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/20/2015  
(Date)

Title: Vice President, James P. Reagan Agency, Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

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

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

**PROVISIONS**

**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.



## COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- (b) That is insurance for "premises damage";  
or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

  - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
  - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.





## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:



## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### **N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS) – 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.
3. 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.

COMMERCIAL GENERAL LIABILITY

- 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.

