

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

# Memorandum

**To:** Commissioner Franck  
**From:** Commissioner Mathiesen *cm*  
**Date:** November 18, 2015  
**Re:** Award of Bid 2015-40

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DPS would like to award bid#2015-40 Pedestrian Safety Design & Engineering to Creighton Manning Engineering as they were the lowest bidder for items 1, 2 and 3 combined. Please put this on your agenda for the City Council meeting on 12-1-15.

Thank you.



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF ACCOUNTS**  
474 Broadway - City Hall  
Saratoga Springs, New York 12866

JOHN P. FRANCK  
COMMISSIONER

SHARON J. KELLNER-BYRNES  
DEPUTY COMMISSIONER

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

# Award/Extension of Bid Sign-Off Form

## Award of Bid

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

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

## Extension of Bid

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

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

Department That Owns Award/Extension of Bid: Public Safety

Project or Item Being Awarded: Pedestrian Safety Design & Engineering 2015-40

Item Being Extended:

Vendor Who Won the Bid: Creighton Manning Engineering, LLP

Budget Line Item: A-31-4-3314 / 54720

Budget Line Item:

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

Alicia Rainwater  
Assistant Purchasing Agent

11/23/15  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has ✓ / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]  
Director of Risk and Safety

11/23/15  
Date

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

**Pedestrian Safety Design & Engineering 2015-40**

**GPI/Greenman-Pedersen, Inc.**

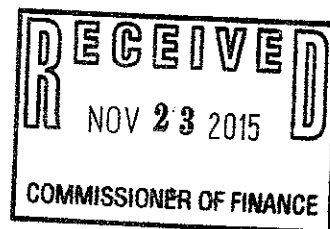
Peter Faith  
80 Wolf Road, Suite 300  
Albany, NY 12205  
518-453-9431  
[pfaith@gpinet.com](mailto:pfaith@gpinet.com)

**Creighton Manning Engineering, LLP**

Edward Woods  
2 Winners Circle  
Albany, NY 12205  
518-446-0396  
[ewoods@cmellp.com](mailto:ewoods@cmellp.com)

	<b>Purchasing</b>	<b>Risk and Safety</b>
Item One	\$15,000.00	Meets Insurance
Item Two	\$17,500.00	Requirements
Item Three X 6	<u>\$21,546.00</u>	
Total	<u>\$54,046.00</u>	
Item One	\$9,000.00	Meets Insurance
Item Two	\$5,945.00	Requirements
Item Three X 6	<u>\$37,800.00</u>	
Total	<u>\$52,745.00</u>	

Request for Certification of Sufficient Funds



Submittal Date: 11/23/15

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

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

Award of Bid 2015-40 Pedestrian Safety Design & Engineering to Creighton Manning Engineering at 12-1-15 City Council Meeting.

Appropriation – Current Budget Expense Org/Object/Proj(s): A-31-4-3314 / 54720 ✓

Amount Requested for Approval: \$ 52,745.00 ✓

Current Amount Available: \$ 0

Transfer/Amendment Pending: \$ 53,000.00 ✓

Transfer/Amendment Date: 12/1/15 City Council Meeting. Transfer attached.

Department Head Signature

11/23/15

Date

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Certification of Sufficient Funds

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

Commissioner of Finance

11/23/15

Approval Date

CITY OF SARATOGA SPRINGS  
 BUDGET TRANSFER REQUEST  
 DEPARTMENT OF PUBLIC SAFETY

FOR THE CITY COUNCIL MEETING 12/1/2015

TRANSFER TO ORG/OBJ/PROJ	AMOUNT	TRANSFER FROM ORG/OBJ/PROJ	AMOUNT	APPROPRIATION	% OF LINE APPROPRIATION
A3143314-54720	\$53,000.00	A3749068-58010	\$53,000.00	\$4,262,162.00	1.2%

TOTALS \$53,000.00 \$53,000.00

  
 Approval signature: Department Head

  
 Date

*In accordance with section 4.4.12 of the City Charter and the City's transfer policy, transfer requests that exceed 10% of the amount of a budget line appropriation shall be accompanied by a written explanation. Please provide explanation on this form, or if necessary attach a separate sheet.*

**Explanation - Use additional sheets if necessary**

This transfer from the Health Insurance Line to the Professional Services - Service Contracts Line is necessary to cover the Pedestrian Safety Design & Engineering Review.



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

(For Professional Services Licensed by the State of New York Office of Professions Education Department)  
Pedestrian Safety Design

City Project Number: RFP# 2015-40 City Project Name: & Engineering Prevailing Wage Project No.: \_\_\_\_\_  
City Department: Department of Public Safety Department Contact Person: Christian Mathiesen City Ext. \_\_\_\_\_  
Company Name: Creighton Manning Engineering, LLP  
Company Address: 2 Winners Circle, Albany, New York 12205  
Company Telephone No.: 518.446.0396 Company Fax No.: 518.446.0397  
Consultant Primary Contact for This Project: Don Adams PE, PTOE Title: Partner

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

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

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

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance**: Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance**: One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

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

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

Consultant Signature:  Date: November 11, 2015  
Edward V. Woods, PE, Partner





CREIMAN-01

LTELLER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/27/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rose & Kiernan, Inc. 89 Troy Road East Greenbush, NY 12061	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (518) 244-4245 E-MAIL ADDRESS:	FAX (A/C, No): (518) 244-4262
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Creighton Manning Engineering LLP 2 Winners Circle Albany, NY 12205	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b> The Continental Insurance Company	<b>NAIC #</b> 35289
	<b>INSURER C:</b> American Casualty Company	<b>NAIC #</b> 20427
	<b>INSURER D:</b> ARCH Insurance Company	<b>NAIC #</b> 11150
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

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

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

RFP #2015-40 Pedestrian Safety Design & Engineering

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

**CERTIFICATE HOLDER**

City of Saratoga Springs  
 474 Broadway  
 Saratoga Springs, NY 12866

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*J. F. May Jr.*

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

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

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

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

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

Date Signed: 06/12/2015

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

Telephone Number: 1-888-278-4542

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

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

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

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

Date Signed:

By: \_\_\_\_\_  
 (Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

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

### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220.Subd. 8

- (a) 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 employment as defined in this article, 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 the payment of disability benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.
- (b) 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 employment as defined in this article, and 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 the payment of disability benefits for all employees has been secured as provided by this article.

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

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

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

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

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

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

Approved by:

*Laurie Teller*

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

Approved by:

6/11/15

(Signature)

(Date)

Title:

Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

518-244-4214

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

C-105.2 (9-07)

www.wcb.state.ny.us

## 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.

Client#: 835015

ALTAPLAN

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/10/2015

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).

PRODUCER Northwest 10 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390	CONTACT NAME: Karen Barry PHONE (A/C, No, Ext): 503 224-8390 FAX (A/C, No): 610 362-8130 E-MAIL ADDRESS: karen.barry@usi.biz
INSURED Alta Planning + Design, Inc. 711 SE Grand Avenue Portland, OR 97214	INSURER(S) AFFORDING COVERAGE
	INSURER A: Charter Oak Fire Insurance Co. NAIC # 25615
	INSURER B: Travelers Property Casualty Ins 36161
	INSURER C: Travelers Indemnity Company 25658
	INSURER D: SAIF Corporation 36196
	INSURER E: Zurich American Ins. Co. 16535
	INSURER F: Continental Casualty Company 20443

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6808B259484 6808B259331	07/01/2015 07/01/2015	07/01/2016 07/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA7A574417	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP8B259933	07/01/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		771940 8997892 WA Stop Gap -EL OH Stop Gap -EL	09/01/2015 09/01/2015 included included	09/01/2016 09/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
Professional Liability			MCH114135257	07/01/2015	07/01/2016	\$3,000,000 Per Claim \$4,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Pedestrian Safety Engineering Services RFP 2015-40 - Request for Proposal No. 2015-40.  
The City of Saratoga Springs, its officers and employees are included as an Additional Insured for General Liability coverage when required by written contract or agreement as provided by attached endorsement #D3810907. Coverage applies on a primary and noncontributory basis as required by written contract or agreement.  
(See Attached Descriptions)

CERTIFICATE HOLDER City of Saratoga Springs, NY Office of Risk and Safety 474 Broadway Saratoga Springs, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mike Scarborough</i>
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## DESCRIPTIONS (Continued from Page 1)

Workers Comp Information \*\*

Proprietors/Partners/Executive Officers/Members Excluded:

Michael Jones, Mia Birk, George Hudson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.