

CITY OF SARATOGA SPRINGS

City Council Meeting



December 31, 2018

Recreation Center
15 Vanderbilt Avenue Saratoga Springs,
NY.....

PUBLIC HEARINGS BEGIN 10:55 AM

: P.H. - Amend Chapter 118 of the City
Code - Inspection of Parking Structures

: P.H. - Amend Chapter 225 of the City
Code - Alternate Side Parking on Hyde
Street

 [Print](#)

11:00 AM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 12/17/18 Pre-Agenda Meeting Minutes
2. Approval of 12/18/18 City Council Meeting Minutes
3. Approve Budget Amendments - Regular (Increases)
4. Approve Budget Transfers - Regular
5. Approve Payroll 12/21/18 \$527,747.35
6. Approve Payroll 12/28/18 \$498,554.85
7. Approve Warrant - 2018 18MWDEC3 \$14,577.77

MAYOR'S DEPARTMENT

1. Announcement: City Council Meeting -- Wednesday, January 2, 2019
2. Appointments: City Boards
3. Discussion and Vote: Authorization for Mayor to Sign Addendum #2 (and Encumber 2018 funds) with Goldberger and Kremer for Labor and Employment Counsel

ACCOUNTS DEPARTMENT

FINANCE DEPARTMENT

- 1. Discussion and Vote: Budget Transfer - Contingency
- 2. Discussion and Vote: Budget Transfers - Insurance
- 3. Discussion and Vote: Budget Transfers - Payroll

PUBLIC WORKS DEPARTMENT

- 1. Discussion and Vote: Authorization for Mayor to Sign Contract with Clark Patterson Lee (and DPW to have funds encumbered) for Professional Engineering and Architectural Services for the Evaluation and Restoration of City Hall
- 2. Announcement: Retirement DPW Executive Assistant

PUBLIC SAFETY DEPARTMENT

- 1. Discussion and Vote: Authorization to Pay a Purchase Order to Watkins Spring Co., Inc. for Repairs to Fire Apparatus
- 2. Discussion and Vote: Authorization for Mayor to Sign an Amendment to a Contract with Stilsing Electric, Inc.
- 3. Announcement: Report on December 26, 2018 Fire

SUPERVISORS

- 1. Matthew Veitch
- 2. Tara Gaston

ADJOURN



December 17, 2018

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
City Center
Broadway
9:30 AM

PRESENT: Meg Kelly, Mayor
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW
Peter Martin, Commissioner of DPS

STAFF PRESENT: Lisa Shields, Deputy Mayor
Mike Sharp, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
John Daley, Deputy Commissioner, DPS

Vince DeLeonardis, City Attorney

EXCUSED: Michele Madigan, Commissioner of Finance

Joe O'Neill, Deputy Commissioner, DPW

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

CALL TO ORDER

Mayor Kelly called the meeting to order at 9:30 a.m.

PUBLIC HEARINGS

1. Amend Chapter 225 of the City Code – Alternate Side Parking on Hyde Street – Commissioner Martin advised he received multiple calls from residents requesting alternate side parking as the street is too narrow.
2. Amend Chapter 118 of the City Code – Inspection of Parking Structures – Commissioner Martin advised this is a continuation from the last City Council meeting.

PRESENTATIONS

1. Partnership – Promoting Saratoga Springs: SPAC and the City

EXECUTIVE SESSION

1. Proposed Acquisition, Sale or Lease of Real Property When Publicity Would Affect the Value Thereof
2. Discussions Regarding Proposed, Pending or Current Litigation: Bast Hatfield vs. City of Saratoga Springs
3. Discussions Regarding Proposed, Pending or Current Litigation: Geyser Road Trail

This will be held at the end of this meeting.

CONSENT AGENDA

1. Approval of 11/20/18 City Council Meeting Minutes
2. Approval of 11/16/18 Budget Meeting Minutes
3. Approval of 11/28/18 City Council Meeting Minutes
4. Approval of 12/3/18 Pre-Agenda Meeting Minutes
5. Approval of 12/4/18 City Council Meeting Minutes
6. Approve Use of Insurance Reserve Resolution #4
7. Approve Budget Amendment – Use of Insurance Reserve #4
8. Approve Budget Amendments – Regular (Increases)
9. Approve Budget Amendment – Regular (Decreases)
10. Approve Budget Transfers – Regular
11. Approve Payroll 12/07/18 \$507,225.04
12. Approve Payroll 12/14/18 \$547,423.76
13. Approve Warrant – 2018 18MWDEC1 \$4,202,660.00
14. Approve Warrant – 2018 18 MWDEC2 \$4,562,947.09
15. Approve Warrant – 2018 18DEC2 \$1,436,984.33

No comments.

MAYOR'S DEPARTMENT

Announcement: City Council and Land Use Board Meetings – NEW LOCATION

Mayor Kelly advised the City Council meetings and all Land Use Board meetings will be held at the Recreation Center on Vanderbilt Avenue effective 12/31/18.

Appointments: City Boards

Mayor Kelly advised she will be making appointments to the Planning Board and Zoning Board tomorrow night.

Discussion and Vote: Ethics Board

Mayor Kelly advised she will be making one new appointment and re-appointments tomorrow night.

Discussion and Vote: Accept Recreation Department Basketball Sponsors

John Hirliman of the Recreation Department advised these sponsors are for the Biddy Basketball Program. A list of sponsors is attached to the agenda.

Discussion and Vote: Recreation Programs and Leagues

John Hirliman advised he will be providing the date of registration for various programs and leagues tomorrow night.

Discussion and Vote: Saratoga Springs Recreation Department Part-Time/Seasonal Personnel/Referee Proposal

John Hirliman advised this is an annual request for part-time employment.

Discussion and Vote: Authorization for the Mayor to Sign Agreement with ESI Group for EAP Services – Public Safety

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with ESI Group for EAP Services – Total Care

No comments.

Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with Fitzgerald, Morris, Baker & Firth for Eminent Domain Matters to Increase Cap

Mayor Kelly advised this is to increase the cap another \$3,000. The current cap is \$26,500 and will go to \$29,500.

Discussion and Vote: Authorization for Mayor to Sign Addendum #7 with Miller, Mannix, Schachner, and Hafner for General Legal Services to Extend Date

Mayor Kelly explained this will extend the expiration date to December 31, 2019.

Discussion and Vote: Authorization for Mayor to Sign Renewal Agreement with Miller, Mannix, Schachner, and Hafner for Land Use Board Counsel

Mayor Kelly advised this is a renewal agreement for one additional year at the current rates.

Discussion and Vote: Resolution: Authorizing Exemption and Payment-In-Lieu of Taxes Agreement for Promenade Saratoga Springs Affordable Housing Project

Vince DeLeonardis, city attorney, explained at the last City Council meeting a resolution was approved. This resolution supersedes that one.

Mayor Kelly added 2 items to her agenda: Discussion and Vote: MOU Between Veterans and Community Housing Coalition; and Announcement: State of the City is Scheduled for January 29, 2019.

ACCOUNTS DEPARTMENT

Discussion and Vote: Council Approval to Encumber Insurance Monies

No comments.

Appointment: Marilyn Rivers to the Climate Smart Task Force

Commissioner Franck stated he will be moving this item to the Consent Agenda.

Appointment: Commissioner of Deeds for Various City Departments

Commissioner Franck stated he will be moving this item to the Consent Agenda.

Award of Bid: Municipal Solid Waste to Casella Waste Management, Inc.

No comments.

Discussion and Vote: Authorization for Mayor to Sign Contract with Fitzgerald, Morris, Baker, and Firth for Article 7 Cases

Commissioner Franck stated this is an annual renewal.

Discussion and Vote: Authorization for Mayor to Sign Contract with Towne Ryan and Partners for Article 7 Cases

Commissioner Franck stated this is an annual renewal.

Award of Bid: Printer Package for Large Scale Signage to Grant Graphics

No comments.

FINANCE DEPARTMENT

Discussion and Vote: 2019 City Fees

No comments.

Discussion and Vote: Authorization for Mayor to Sign NYSTEC Agreement for Saratoga Springs Smart City Initiatives

Deputy Mike Sharp advised this is to renew the contract.

Discussion and Vote: Budget Transfers – Insurance

No comments.

Discussion and Vote: Budget Transfers – Payroll and Benefits

No comments.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Agreement with Casella Waste Management

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #1 with SCS Field Services for the Landfill Gas Collection Maintenance

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #2 with CT Male Associates, P.C. for the Weibel Avenue Landfill Monitoring

No comments.

Discussion and Vote: Authorization for Mayor to Sign Agreement with grant Graphics for Printer Package for Large Sale Signage

No comments.

Commissioner Scirocco advised there was a bid opening last week for the asbestos removal in City Hall. They are working to get the award of bid and contract on tomorrow's agenda.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Addendum One to its Original Agreement with TriTech Software Systems

Commissioner Martin advised this is for additional software in the amount of \$64,035.

Announcement: Appointment to Climate Smart Task Force

Commissioner Martin advised he will be appointing his deputy, John Daley. He will be moving this item to the Consent Agenda.

Announcement: Second Meeting of the Saratoga Springs Citizens Advisory Board

No comments.

Announcement: Promotion of Fire Department Officers

No comments.

Announcement: Appointment of Fire Chief

No comments.

SUPERVISORS

Mayor Kelly read the supervisors' items as follows:

Matt Veitch

1. Economic Development Committee Report
2. Saratoga County 2019 Budget

Tara Gaston

1. 2019 Saratoga County Budget
2. 2019 Board of Supervisors Organizational Meeting
3. Saratoga Real Estate Tax

EXECUTIVE SESSION

Mayor Kelly moved and Commissioner Franck seconded to enter into executive session regarding: 1. proposed acquisition, sale or lease of real property when publicity would affect the value thereof; 2. discussions regarding proposed, pending or current litigation: Bast Hatfield vs. the City of Saratoga; and 3. Discussions regarding proposed, pending or current litigation: Geyser Road Trail at 9:47 a.m.

Ayes - All

Council returned at 10:29 a.m.

Mayor Kelly announced no decisions were made to report to the public.

ADJOURN

Mayor Kelly adjourned the meeting at 10:29 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

DRAFT



December 18, 2018

CITY OF SARATOGA SPRINGS
City Council Meeting
City Center
Broadway
7:00 PM

6:55 PM P.H. – Amend Chapter 225 of the City Code – Alternate Side Parking on Hyde Street

Amend Chapter 118 of the City Code – Inspection of Parking Structures

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATIONS

1. Partnership – Promoting Saratoga Springs: SPAC and the City

CONSENT AGENDA

1. Approval of 11/20/18 City Council Meeting Minutes
2. Approval of 11/26/18 Budget Meeting Minutes
3. Approval of 11/28/18 City Council Meeting Minutes
4. Approval of 12/3/18 Pre-Agenda Meeting Minutes
5. Approval of 12/4/18 City Council Meeting Minutes
6. Approve Use of Insurance Reserve Resolution #4
7. Approve Budget Amendment – Use of Insurance Reserve #4
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15. Approve Warrant – 2018 18DEC2 \$1,436,984.33
16. Appointments: Commissioners of Deeds for Various City Departments
17. Appointment: Director of Risk and Safety Marilyn Rivers to the Climate Smart Task Force
18. Appointment: Deputy Commissioner John Daley to Climate Smart Task Force

MAYOR'S DEPARTMENT

1. Announcement: City Council and Land Use Board Meetings – NEW LOCATION
2. Appointments: City Boards
3. Discussion and Vote: Ethics Board
4. Discussion and Vote: Accept Recreation Department Basketball Sponsors
5. Discussion and Vote: Recreation Programs and Leagues
6. Discussion and Vote: Saratoga Springs Recreation Department Part-Time/Seasonal Personnel/Referee
7. Discussion and Vote: Authorization for Mayor to Sign Agreement with ESI Group for EAP Services – Public Safety
8. Discussion and Vote: Authorization for Mayor to Sign Agreement with ESI Group for EAP Services – Total Care
9. Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with Fitzgerald, Morris, Baker & Firth for Eminent Domain Matters to Increase Cap
10. Discussion and Vote: Authorization for Mayor to Sign Addendum #7 with Miller, Mannix, Schachner, and Hafner for General Legal Services to Extend Date
11. Discussion and Vote: Authorization for Mayor to Sign Renewal Agreement with Miller, Mannix, Schachner, and Hafner for Land Use Board Counsel
12. Discussion and Vote: Resolution: Authorizing Exemption and Payment-In-Lieu of Taxes Agreement for Promenade Saratoga Springs Affordable Housing Project
13. Discussion and Vote: Memorandum of Understanding Between Veterans & Community Housing Coalition and the City of Saratoga Springs
14. Announcement: State of the City Address, January 29, 2019

ACCOUNTS DEPARTMENT

1. Discussion and Vote: Council Approval to Encumber Insurance Monies
2. Award of Bid: Municipal Solid Waste to Casella Waste Management, Inc.
3. Discussion and Vote: Authorization for Mayor to Sign Contract with Fitzgerald, Morris, Baker, and Firth for Article 7 Cases
4. Discussion and Vote: Authorization for Mayor to Sign Contract with Towne Ryan and Partners for Article 7 Cases
5. Award of Bid: Printer Package for Large Scale Signage to Grant Graphics

FINANCE DEPARTMENT

1. Discussion and Vote: 2019 City Fees
2. Discussion and Vote: Authorization for Mayor to Sign NYSTEC Agreement for Saratoga Springs Smart City Initiatives
3. Discussion and Vote: Budget Transfers – Insurance
4. Discussion and Vote: Budget Transfers – Payroll and Benefits

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with Casella Waste Management
2. Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #1 with SCS Field Services for the Landfill Gas Collection Maintenance
3. Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #2 with CT Male Associates, P.C. for the Weibel Avenue Landfill Monitoring
4. Discussion and Vote: Authorization for Mayor to Sign Agreement with Grant Graphics for Printer Package for Large Scale Signage

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Addendum One to its Original Agreement with TriTech Software Systems

2. Announcement: Second Meeting of the Saratoga Springs Citizens Advisory Board
3. Announcement: Promotion of Fire Department Officers
4. Announcement: Appointment of Fire Chief

SUPERVISORS

Matt Veitch

1. Economic Development Committee Report
2. Saratoga County 2019 Budget

Tara Gaston

1. 2019 County Budget
2. 2019 Board of Supervisors Organizational Meeting
3. Saratoga Real Estate Index

ADJOURN



December 18, 2018

CITY OF SARATOGA SPRINGS
City Council Meeting
City Center
Broadway
7:00 PM

PRESENT: Meg Kelly, Mayor
Michele Madigan, Commissioner of Finance
John Franck, Commissioner of Accounts
Anthony Scirocco, Commissioner of DPW
Peter Martin, Commissioner of DPS

STAFF PRESENT: Lisa Shields, Deputy Mayor
Mike Sharp, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Joe O'Neill, Deputy Commissioner, DPW
John Daley, Deputy Commissioner, DPS

Vincent DeLeonardis

Matthew Veitch, Supervisor
Tara Gaston, Supervisor

RECORDING OF PROCEEDING

The proceedings of this meeting were taped for the benefit of the secretary. Because the minutes are not a verbatim record of the proceedings, the minutes are not a word-for-word transcript.

PUBLIC HEARINGS

Amend Chapter 225 of the City Code – Alternate Side Parking on Hyde Street

Mayor Kelly opened the public hearing at 6:55 p.m.

Commissioner Martin stated the residents of that area have commented that the street is very narrow. At times delivery trucks, garbage trucks, etc. are not able to make it down the street as there is not enough room.

No one spoke.

Mayor Kelly concluded the public hearing at 7:00 p.m. and left it open.

Amend Chapter 118 of the City Code – Inspection of Parking Structures

Mayor Kelly opened the public hearing at 6:55 p.m.

No one spoke.

Mayor Kelly concluded the public hearing at 7:00 p.m. and left it open.

CALL TO ORDER

Mayor Kelly called the meeting to order at 7:00 p.m.

PUBLIC COMMENT

Mayor Kelly said the public comment period is limited to a total of 15 minutes and individuals are limited to two minutes.

Mayor Kelly opened the public comment period at 7:01 p.m.

No one spoke.

Mayor Kelly closed the public comment period at 7:01 p.m.

PRESENTATIONS

Partnership – Promoting Saratoga Springs: SPAC and the City

Elizabeth Sobol, president and CEO of SPAC presented tonight. She provided her background of running a record company in Manhattan and never knew about what Saratoga has to offer culturally. When she became the president of SPAC, getting that message and information out became a personal goal for her.

Kristy Godette, director of communications for SPAC advised one of the goals was to bring national and international reporters to Saratoga to experience all the culture it has to offer. They were able to reach travel blogs as well as many publications. The scope of work involved visiting various venues in Saratoga Springs. (copy of presentation attached)

Commissioner Madigan stated the City came up with funds to do some economic development. It is all these types of programs that have helped the sales tax revenue increase 10%.

Elizabeth advised they received \$195,000 award this morning at the REDC (Regional Economic Development Council) Awards.

CONSENT AGENDA

Mayor Kelly moved and Commissioner Madigan seconded to accept the consent agenda as follows:

1. Approval of 11/20/18 City Council Meeting Minutes
2. Approval of 11/26/18 Budget Meeting Minutes
3. Approval of 11/28/18 City Council Meeting Minutes
4. Approval of 12/3/18 Pre-Agenda Meeting Minutes
5. Approval of 12/4/18 City Council Meeting Minutes
6. Approve Use of Insurance Reserve Resolution #4
7. Approve Budget Amendment – Use of Insurance Reserve #4
8. Approve Budget Amendments – Regular (Increases)
9. Approve Budget Amendment – Regular (Decreases)
10. Approve Budget Transfers – Regular

11. Approve Payroll 12/07/18 \$507,255.04
12. Approve Payroll 12/14/18 \$547,423.76
13. Approve Warrant – 2018 18MWDEC1 \$4,202,660.00
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15. Approve Warrant – 2018 18DEC2 \$1,436,984.33
16. Appointments: Commissioners of Deeds for Various City Departments
17. Appointment: Director of Risk and Safety Marilyn Rivers to the Climate Smart Task Force
18. Appointment: Deputy Commissioner John Daley to Climate Smart Task Force

Ayes – All

MAYOR'S DEPARTMENT

Announcement: City Council and Land Use Board Meetings – NEW LOCATION

Mayor Kelly announced all City Council meetings and Land Use Board meetings will be held at the Recreation Center on Vanderbilt Avenue. Tonight will be the last meeting at the City Center. The next City Council meeting will be held at the Recreation Center on December 31, 2018 at 11 a.m.

Appointments: City Boards

Mayor Kelly appointed the following people to the Zoning Board of Appeals: Kathleen O'Connor as an alternate from 1/1/19 - 12/31/20; Jerry Luhn will be replacing a member and completing their term of 1/1/19 – 12/31/20. Rebecca Kern is being re-appointed from 1/1/19 – 12/31/20 as an alternate.

Mayor Kelly appointed Shawna Jenks as an alternate from 1/1/19 – 12/31/20 and Sara Boivin for a term of 1/1/19 – 12/31/25.

Discussion and Vote: Ethics Board (18-400)

Mayor Kelly recommended the re-appointment of Brendan Chudy from 1/1/19 – 12/31/23 and Eileen Venn from 1/1/19 – 12/31/23. She also recommended appointing Kathy Jaques as a new member from 1/1/19 – 12/31/23.

Mayor Kelly moved and Commissioner Martin seconded approve the appointees to the City Ethics Board - Brendan Chudy, Eileen Venn, and Kathy Jaques for full 5 year terms commencing 1/1/19 and ending 12/31/23.

Ayes – All

Discussion and Vote: Accept Recreation Department Basketball Sponsors (18-401)

John Hirliman advised the sponsors are as follows: Adirondack Trust Company, Amsure Insurance, Cudney's Launderers, Zanetti Millworks, Saratoga Springs Firefighters, Rotary of Saratoga Springs, Allerdice Building Supply, Afsco Fence, Saratoga Lions Club, Marilyn & Sean Rivers, Knights of Columbus, George Parker, Principessa Elena, Saratoga Wilton Elks, Friend of Recreation, NFL Flag, Freedom Boat Club, 91 Harrington, LLC, Schaap Moving, Saratoga PBA, Adirondack Chiropractic, and Harris Beach for a total of \$6,025.

Mayor Kelly moved and Commissioner Madigan seconded to accept the Recreation Department basketball sponsors as described with the agenda.

Ayes – All

Discussion and Vote: Recreation Programs and Leagues (18-402)

John Hirliman advised the are registering for winter programs until December 27th. All information can be found on the webpage.

Mayor Kelly moved and Commissioner Madigan seconded to approve the recreation program and leagues as described with this agenda.

Ayes – All

Discussion and Vote: Saratoga Springs Recreation Department Part-Time/Seasonal Personnel/Referee (18-403)

John stated this program was started to reward the employees who stay with the Recreation Department. They are looking for approval

Mayor Kelly moved and Commissioner Madigan seconded to approve the Saratoga Springs Recreation Department part-time/seasonal personnel/referee proposal as described with the agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Agreement with ESI Group for EAP Services – Public Safety (18-404)

Mayor Kelly stated the City offers one EAP services specific to public safety. The amount of the .

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign an agreement with ESI Group for EAP services for Public Safety as described with the agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Agreement with ESI Group for EAP Services – Total Care (18-405)

Mayor Kelly stated this is to serve the needs for the general population in the amount of \$4,417.38.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign agreement with ESI Group or EAP services – total care as distributed with the agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Addendum #4 with Fitzgerald, Morris, Baker & Firth for Eminent Domain Matters to Increase Cap (18-406)

Mayor Kelly advised this is to increase the cap by \$3,000; from \$26,500 to \$29,500.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign addendum #4 with Fitzgerald, Morris, Baker & Firth for eminent domain matters to increase the cap as distributed with this agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Addendum #7 with Miller, Mannix, Schachner, and Hafner for General Legal Services to Extend Date (18-407)

Mayor Kelly advised this is to extend the agreement until 12/31/19.

Mayor Kelly moved and Commissioner Madigan seconded to authorize the mayor to sign addendum #7 with Miller, Mannix, Schachner, and Hafner for general legal services to extend the date as distributed with this agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Renewal Agreement with Miller, Mannix, Schachner, and Hafner for Land Use Board Counsel (18-408)

Mayor Kelly advised this is a renewal agreement for land use boards. This agreement will retain the current fee rates.

Mayor Kelly moved and Commissioner Franck seconded to authorize the mayor to sign renewal agreement with Miller, Mannix, Schachner, and Hafner for land use board counsel as distributed with the agenda.

Ayes – All

Discussion and Vote: Resolution: Authorizing Exemption and Payment-In-Lieu of Taxes Agreement for Promenade Saratoga Springs Affordable Housing Project (18-409)

The resolution is as follows:

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK
Authorizing Exemption and Payment-in-Lieu of Taxes Agreement for
Promenade Saratoga Springs Affordable Housing Project**

WHEREAS, the City of Saratoga Springs (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for residents having household incomes less than or equal to eighty percent (80%) of area median income ("AMI") for Saratoga County, adjusted for family size; and

WHEREAS, the Saratoga Springs Housing Authority ("Authority") is the legal and record owner of certain real property located at South Federal Street, City of Saratoga Springs, County of Saratoga, State of New York, identified as tax parcel 165.74-3-4; and

WHEREAS, Promenade Housing Development Fund Company, Inc. ("HDFC") is, or will be, the nominal leasehold owner, and Promenade Development LLC ("Company") will be the beneficial and equitable owner, of a portion of the real property owned by the Authority, to be identified as tax parcel #165.74-3-4.-1, and as more particularly depicted in the survey and description attached hereto as Exhibit "A", (the "Land"), and is proposing to construct sixty-three (63) affordable multi-family rental units and related improvements (the "Improvements") on the Land (the Land and the Improvements collectively being the "Project"); and

WHEREAS, the Project will include up to eighteen (18) units which shall be for citizens having household incomes less than or equal to forty percent (40%) of AMI, up to twenty-seven (27) units which shall be for citizens having household incomes less than or equal to sixty percent (60%) of AMI, and up to eighteen (18) units which shall be for citizens having household incomes less than or equal to eighty percent (80%) of AMI; and

WHEREAS, the HDFC and/or the Company has made application to the New York State Division of Housing and Community Renewal ("DHCR") and/or New York State Housing Finance Agency ("HFA") for tax exempt bond financing and for an allocation of HFA subsidy and Federal Low Income Housing Tax Credits to finance the Project; and

WHEREAS, in order to facilitate the leasehold acquisition and construction of the Project and creation of affordability covenants for the Project, the Company is willing to transfer legal ownership of the Project to the HDFC as nominee, with the Company to remain as equitable and beneficial owner, and the Company will then construct the Project and commit it to affordable housing by agreeing to the New York State Homes and Community Renewal affordability covenants to be imposed by DHCR and/or HFA, as applicable, with assistance from the City in the form of a PILOT Agreement which is anticipated to be for a term of thirty (30) years with payments to be in substantially the same amount as follows:

Year 1: \$5,000.00 Years 10 – 16: \$22,500.00
Year 2: \$10,000.00 Years 17 – 23: \$24,500.00
Years 3 – 9: \$20,500.00 Years 24 – 30: \$26,500.00; and

WHEREAS, the HDFC's and the Company's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL, and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes, and to agree to a payment of lieu of taxes on the Project; and

WHEREAS, the Authority, the Company and the HDFC will be willing to enter into a PILOT Agreement whereby the Company will make annual payments in lieu of taxes to the City in substantially the same manner and amount as set forth herein and to be incorporated in a PILOT Agreement which will be presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that upon the leasehold acquisition of the Land by the HDFC and Company, and subject to same, the City Council will consider an exemption of the Project from real property taxes to the extent authorized by Section 577 and any

other applicable provisions of the PHFL, and negotiate a PILOT Agreement by and among the City of Saratoga Springs, the Authority, the Company, and the HDLC, providing for annual payments in substantially the form and manner as set forth herein, subject to Council review and approval; and

BE IT FURTHER RESOLVED, that upon the conditions set forth herein and which may be established, including the designation of affordable housing in the amount and manner indicated, the City Council will consider additional incentives, including waivers of building permit fees and recreation fees, following the determination of such fees by the Building Department and the Land Use Boards, and subject to City Council review and approval. This Resolution shall supersede all prior resolutions relating to the Project, including the December 4, 2018 Resolution previously approved by City Council.

Mayor Kelly moved and Commissioner Franck seconded to approve the resolution authorizing exemption and payment-in-lieu of taxes agreement for Promenade Saratoga Springs Affordable Housing Project as included with the agenda. As stated this resolution shall supersede all prior resolutions relating to the project including the December 4, 2018 resolution previously approved by the Council.

Ayes - All

Discussion and Vote: Memorandum of Understanding Between Veterans & Community Housing Coalition and the City of Saratoga Springs (18-410)

Mayor Kelly stated there is no cost associated with this agreement. The MOU requests the City work closely with the VCHC (Veterans & Community Housing Coalition).

Mayor Kelly moved and Commissioner Madigan seconded to approve the memorandum of understanding between the Veterans & Community Housing Coalition and the City of Saratoga Springs as included with this agenda.

Ayes – All

Announcement: State of the City Address, January 29, 2019

Mayor Kelly announced the State of the City Address will be held on January 29, 2019 at the City Center at 6 p.m.

ACCOUNTS DEPARTMENT

Discussion and Vote: Council Approval to Encumber Insurance Monies (18-411)

Commissioner Franck advised the Office of Risk and Safety is looking to encumber all remaining 2018 insurance monies in line A3031964 / 54779 and A3051964 / 54779 for the Department of Public Works Fire Loss. Monies encumbered will not exceed \$1,000,000 in each line.

Commissioner Franck moved and Commissioner Madigan seconded for the City Council to authorize the encumbrance of all remaining 2018 insurance monies is lines A3031964 / 54779 and A3051964 / 54779 for the Department of Public Works fire loss. Each line will not to exceed \$1,000,000.

Ayes - All

Award of Bid: Municipal Solid Waste to Casella Waste Management, Inc. (18-412)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for Municipal Solid Waste to Casella Waste Management, Inc., not to exceed \$75,220. Funding is in lines A3638184 / 54521 & A3638184 / 54700.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Contract with Fitzgerald, Morris, Baker, and Firth for Article 7 Cases (18-413)

Commissioner Franck advised this agreement is for legal services relating to Article 7 litigation.

Commissioner Franck moved and Commissioner Madigan seconded to authorize the mayor to sign the agreement with Fitzgerald, Morris, Baker, and Firth for Article 7 cases for an amount not to exceed \$15,500. Funding is in line: A3051354 / 54720.

Ayes - All

Discussion and Vote: Authorization for Mayor to Sign Contract with Towne Ryan and Partners for Article 7 Cases (18-414)

Commissioner Franck advised this agreement is for legal services relating to Article 7 litigation.

Commissioner Franck moved and Commissioner Martin seconded to authorize the mayor to sign the agreement with Towne Ryan and Partners for Article 7 cases for an amount not to exceed \$15,500. Funding is in line: A3051354 / 54720.

Ayes - All

Award of Bid: Printer Package for Large Scale Signage to Grant Graphics (18-415)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for the Printer Package for Large Scale Signage to Grant Graphics not to exceed \$20,486.30. Funding is in line: A3031652 / 52300.

Ayes - All

FINANCE DEPARTMENT

Discussion and Vote: 2019 City Fees (18-416)

Commissioner Madigan advised these fees are provided by each department.

Commissioner Madigan moved and Commissioner Martin seconded to approve the 2019 city fees as uploaded with the agenda.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign NYSTEC Agreement for Saratoga Springs Smart City Initiatives (18-417)

Commissioner Madigan advised

Commissioner Madigan moved and Commissioner Franck seconded to approve the NYSTEC agreement uploaded with the agenda and authorize the mayor to sign it.

Ayes – All

Discussion and Vote: Budget Transfers – Insurance (18-418)

Commissioner Madigan moved and Commissioner Franck seconded to approve the budget transfers – insurance as uploaded with the agenda.

Ayes – All

Discussion and Vote: Budget Transfers – Payroll and Benefits (18-419)

Commissioner Madigan moved and Commissioner Franck seconded to approve the budget transfers – payroll and benefits as previously distributed and uploaded with the agenda.

Ayes - All

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Agreement with Casella Waste Management (18-420)

Commissioner Scirocco stated this is for the removal and disposal of solid waste as the City's transfer station for the year 2019 in the amount of \$75,220.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign agreement with Casella Waste Management, Inc. for the transportation and tipping of municipal solid waste.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #1 with SCS Field Services for the Landfill Gas Collection Maintenance (18-421)

Commissioner Scirocco stated this addendum is an extension of the original contract for another year in the amount of \$23,600.

Commissioner Scirocco moved and Commissioner Martin seconded to authorize the mayor to sign an agreement with SCS Field Services for the Weibel Avenue landfill gas project in the amount of \$23,600.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Agreement Addendum #2 with CT Male Associates, P.C. for the Weibel Avenue Landfill Monitoring (18-422)

Commissioner Scirocco advised CT Male has been monitoring the post closure of the landfill for the past several years. This addendum will provide the monitoring services at the landfill through 12/31/19.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign agreement with CT Male addendum #2 for post closure monitoring at the Weibel Avenue Landfill in the amount of \$11,217.75.

Ayes – All

Discussion and Vote: Authorization for Mayor to Sign Agreement with Grant Graphics for Printer Package for Large Scale Signage (18-423)

Commissioner Scirocco advised it currently takes up to 6 weeks to get a new street sign made. This printer will allow the City to create their own signs. They will also be able to make other signage for things such as the Downtown Special Assessment District Way Finding Program; vehicle decals, trails, etc.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign agreement with Grant Graphics for printer package for large scale signage in the amount of \$20,486.30.

Ayes – All

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign Addendum One to its Original Agreement with TriTech Software Systems (18-424)

Commissioner Martin advised this addendum increases the amount of the contract due to the need of additional software for the police dispatch. The increase is in the amount of \$64,035.

Commissioner Martin moved and Commissioner Franck seconded the mayor be authorized to sign addendum #1 to the City's contract with TriTech Software Systems.

Ayes – All

Announcement: Second Meeting of the Saratoga Springs Citizens Advisory Board

Commissioner Martin advised the second meeting of the Saratoga Springs Citizens Advisory Board will be held January 10, 2019 at 7 p.m. in the Recreation Center. This meeting is open to the public.

Announcement: Promotion of Fire Department Officers

Commissioner Martin announced the promotions of Captain Aaron D. Dyer to battalion chief; firefighter Jeffery L. Alonzo to captain; and firefighter/paramedic Mark Bellantoni to lieutenant. Congratulations to all.

Announcement: Appointment of Fire Chief

Commissioner Martin announced the appointment of Joe Dolan to Fire Chief and congratulated him.

SUPERVISORS

Matt Veitch

Economic Development Committee Report

Supervisor Veitch reported they accepted a grant from the NYS Office of Parks, Recreation, and Historic Preservation in the amount of \$500,000 for the Zim Smith Trail. This required a \$250,000 match from the County. It was a positive year overall.

Saratoga County 2019 Budget

Supervisor Veitch reported the County unanimously passed the budget. He would like to see more quality of life initiatives in future budgets.

Tara Gaston

2019 County Budget

Supervisor Gaston reported the County reviewed and brought the salaries compensation more into line. The Sheriff's Department created a new position to deal with school resource officers.

2019 Board of Supervisors Organizational Meeting

Supervisor Gaston reported this meeting will be on January 3, 2019. This is when they elect their County Chair and each supervisor is appointed to various committees.

Saratoga Real Estate Index

Supervisor Gaston reported single family inventory is up in the area. The City of Saratoga Springs drives a much better quality of life compared to the rest of the region.

Supervisor Gaston added the following comment: Wesley Health Center and other county area businesses received awards to improve their infrastructure. The complete list of awards can be found at www.regionalcouncils.ny.gov.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the meeting at 8:00 p.m.

Respectfully submitted,

Lisa Ribis
Clerk
Approved:
Vote:

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	403	12/31/2018	12318B	123118BARG BUA	123118BARG	1	2		
1	A041	42102		MAYOR DEPARTMENTAL INCOME	SITE PLAN ENGINEER REVIEW FEES		-121,700.00	-6,050.00	-127,750.00	
	A	-04-1-0000-0-42102	-		18.055 318 WEST AVE		12/31/2018			
2	A3031444	54725		CITY ENGINEER'S OFFICE CS	SERVICE CONTRACTS ENGINEERING		150,153.81	6,050.00	156,203.81	
	A	-30-3-1440-4-54725	-		18.055 318 WEST AVE		12/31/2018			
					** JOURNAL TOTAL			0.00		

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018 12 403									
BUA A041-42102						SITE PLAN ENGINEER REVIEW FEES 5			6,050.00
	12/31/2018	123118BARG 12318B 123118BARG				T 18.055 318 WEST AVE			
BUA A3031444-54725						SERVICE CONTRACTS ENGINEERING 5		6,050.00	
	12/31/2018	123118BARG 12318B 123118BARG				T 18.055 318 WEST AVE			
								.00	.00
BUA A-2960						APPROPRIATIONS			6,050.00
	12/31/2018	123118BARG 12318B 123118BARG							
BUA A-1510						ESTIMATED REVENUES		6,050.00	
	12/31/2018	123118BARG 12318B 123118BARG							
						SYSTEM GENERATED ENTRIES TOTAL		6,050.00	6,050.00
						JOURNAL 2018/12/403 TOTAL		6,050.00	6,050.00

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
A GENERAL FUND	2018 12	403	12/31/2018			
A-1510				ESTIMATED REVENUES	6,050.00	
A-2960				APPROPRIATIONS		6,050.00
				FUND TOTAL	6,050.00	6,050.00

** END OF REPORT - Generated by Christine Gillmett-Brown **

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	404	12/31/2018	123118	123118BTRG BUA	123118BTRG	1	1		
1	A3031654	54110			CITY GARAGE CS	OFFICE SUPPLIES	1,050.00	354.81	1,404.81	
	A	-30-3-1623-4-54110	-			MISC OFFICE SUPPLIES	12/31/2018			
2	A3335122	52400			HIGHWAY MISCELLANEOUS EQ CAP	VEHICLES	130,188.70	-354.81	129,833.89	
	A	-33-3-5111-2-52400	-			MISC OFFICE SUPPLIES	12/31/2018			
3	A3335014	54180			STREETS CS	OTHER SUPPLIES	104,015.96	3,000.00	107,015.96	
	A	-33-3-5010-4-54180	-			ANTICIPATED EXPENDITURES	12/31/2018			
4	A3638144	54180			STORM WATER CARRIERS CS	OTHER SUPPLIES	9,147.12	-3,000.00	6,147.12	
	A	-36-3-8140-4-54180	-			ANTICIPATED EXPENDITURES	12/31/2018			
5	A3537114	54180			PARK & CASINO CS	OTHER SUPPLIES	17,221.05	1,000.00	18,221.05	
	A	-35-3-7110-4-54180	-			ANTICIPATED EXPENDITURES	12/31/2018			
6	A3638184	54720			TRANSFER STATION CS	SERVICE CONTRACTS - PROF SERV	40,281.78	-1,000.00	39,281.78	
	A	-36-3-8180-4-54720	-			ANTICIPATED EXPENDITURES	12/31/2018			
7	A3567194	54610	3000		WEIBEL ICE RINK CS	REPAIRS & MAINTENANCE BUILDING	30,235.00	1,000.00	31,235.00	
	A	-35-6-7181-4-54610	-3000			ANTICIPATED EXPENDITURES	12/31/2018			
8	A3567142	52300	3000		RECREATION EXPENSES EQ & CAP	MISCELLANEOUS EQUIPMENT	5,000.00	-1,000.00	4,000.00	
	A	-35-6-7140-2-52300	-3000			ANTICIPATED EXPENDITURES	12/31/2018			
9	A3567194	54180	3000		WEIBEL ICE RINK CS	OTHER SUPPLIES	5,400.00	500.00	5,900.00	
	A	-35-6-7181-4-54180	-3000			ANTICIPATED EXPENDITURES	12/31/2018			
10	A3567184	54520	3000		VERNON ARENA CS	GAS & OIL	750.00	-500.00	250.00	
	A	-35-6-7180-4-54520	-3000			ANTICIPATED EXPENDITURES	12/31/2018			
11	F3638334	54180			WATER TREATMNET PLANT CS	OTHER SUPPLIES	10,000.00	1,000.00	11,000.00	
	F	-36-3-8330-4-54180	-			ANTICIPATED EXPENDITURES	12/31/2018			
12	F3638354	54180			WATER MAINTENANCE CS	OTHER SUPPLIES	159,316.84	-1,000.00	158,316.84	
	F	-36-3-8341-4-54180	-			ANTICIPATED EXPENDITURES	12/31/2018			
13	A3113624	54110			BUILDING DEPARTMENT CONTRACTED	OFFICE SUPPLIES	2,430.19	62.18	2,492.37	
	A	-31-1-3620-4-54110	-			NEED MONEY FOR INSPECTION SLIP	12/31/2018			
14	A3113624	54160			BUILDING DEPARTMENT CONTRACTED	UNIFORMS	1,955.18	-62.18	1,893.00	
	A	-31-1-3620-4-54160	-			NEED MONEY FOR INSPECTION SLIP	12/31/2018			
15	A3113624	54110			BUILDING DEPARTMENT CONTRACTED	OFFICE SUPPLIES	2,430.19	6.71	2,436.90	
	A	-31-1-3620-4-54110	-			NEED MONEY FOR INSPECTION SLIP	12/31/2018			

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	404	12/31/2018	123118	123118BTRG BUA	123118BTRG	1	1	
16	A3113624	54250			BUILDING DEPARTMENT CONTRACTED	CONFERENCE REGISTRATION	2,946.73	-6.71	2,940.02
	A	-31-1-3620-4-54250	-			NEED MONEY FOR INSPECTION SLIP 12/31/2018			
17	A3113624	54110			BUILDING DEPARTMENT CONTRACTED	OFFICE SUPPLIES	2,430.19	89.73	2,519.92
	A	-31-1-3620-4-54110	-			NEED MONEY FOR INSPECTION SLIP 12/31/2018			
18	A3113624	54510			BUILDING DEPARTMENT CONTRACTED	REPAIRS & MAINTENANCE VEHICLE	92.13	-89.73	2.40
	A	-31-1-3620-4-54510	-			NEED MONEY FOR INSPECTION SLIP 12/31/2018			
19	A3011424	54720			CITY ATTORNEY CONTRCATED SERVICE	SERVICE CONTRACTS - PROF SERV	73,251.76	14,500.00	87,751.76
	A	-30-1-1420-4-54720	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
20	A3618682	52200			PLANNING AND ECON DEVELOP EQ OFFICE	EQUIPMENT	2,500.00	-850.00	1,650.00
	A	-36-1-8687-2-52200	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
21	A3618684	54110	8010		PLANNING AND ECON DEVELOP CS OFFICE	SUPPLIES	150.00	-150.00	.00
	A	-36-1-8687-4-54110	-8010			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
22	A3618684	54110	8020		PLANNING AND ECON DEVELOP CS OFFICE	SUPPLIES	400.00	-400.00	.00
	A	-36-1-8687-4-54110	-8020			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
23	A3618684	54250			PLANNING AND ECON DEVELOP CS	CONFERENCE REGISTRATION	2,750.00	-1,100.00	1,650.00
	A	-36-1-8687-4-54250	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
24	A3618684	54250	8020		PLANNING AND ECON DEVELOP CS	CONFERENCE REGISTRATION	400.00	-220.00	180.00
	A	-36-1-8687-4-54250	-8020			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
25	A3618684	54440			PLANNING AND ECON DEVELOP CS	BOOKS PUBLICATIONS & SUBSCRIPT	1,300.00	-1,100.00	200.00
	A	-36-1-8687-4-54440	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
26	A3618684	54720			PLANNING AND ECON DEVELOP CS	SERVICE CONTRACTS - PROF SERV	19,800.00	-300.00	19,500.00
	A	-36-1-8687-4-54720	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
27	A3618684	54740			PLANNING AND ECON DEVELOP CS	SERVICE CONTRACTS - EQUIPMENT	3,000.00	-1,394.59	1,605.41
	A	-36-1-8687-4-54740	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
28	A3011474	54290			CIVIL SERVICE CONTRACTED SER	MEDICAL EXAMS	4,838.50	-758.50	4,080.00
	A	-30-1-1431-4-54290	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
29	A3011474	54420			CIVIL SERVICE CONTRACTED SER	ADVERTISING	700.00	-700.00	.00
	A	-30-1-1431-4-54420	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			
30	A3011474	54570			CIVIL SERVICE CONTRACTED SER	TRAINING	895.00	-208.03	686.97
	A	-30-1-1431-4-54570	-			COVER LEGAL EXPENSES LABOR EMP 12/31/2018			

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	404	12/31/2018	123118	123118BTRG BUA	123118BTRG	1	1	
31	A3011474	54630			CIVIL SERVICE CONTRACTED SERVOFFICE RENTAL		577.24	-577.24	.00
	A	-30-1-1431-4-54630	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
32	A3517554	54787			MEMORIAL DAY ALLOWANCE CS MEMORIAL DAY PARADE		2,551.40	-1,326.65	1,224.75
	A	-35-1-7550-4-54787	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
33	A3011652	52600			CITY PHONE SYSTEM EQUIPMENT SOFTWARE		9,427.00	-999.99	8,427.01
	A	-30-1-1650-2-52600	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
34	A3416314	54610			FRANKLIN COMMUNITY CENTER CS REPAIRS & MAINTENANCE BUILDING		2,000.00	-1,843.50	156.50
	A	-34-1-6310-4-54610	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
35	A3517022	52100			PARKS OPEN SAPCE HIST PRES EQEQUIPMENT		500.00	-500.00	.00
	A	-35-1-7020-2-52100	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
36	A3517024	54110			PARKS OPEN SPACE HIST PRES CSOFFICE SUPPLIES		200.00	-200.00	.00
	A	-35-1-7020-4-54110	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
37	A3517024	54250			PARKS OPEN SPACE HIST PRES CSCONFERENCE REGISTRATION		300.00	-300.00	.00
	A	-35-1-7020-4-54250	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
38	A3517024	54440			PARKS OPEN SPACE HIST PRES CSBOOKS PUBLICATIONS & SUBSCRIPT		100.00	-100.00	.00
	A	-35-1-7020-4-54440	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
39	A3011434	54110			HUMAN RESOURCES OFFICE SUPPLIES		1,100.00	-30.91	1,069.09
	A	-30-1-1430-4-54110	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
40	A3011434	54410			HUMAN RESOURCES PRINTING		239.57	-44.57	195.00
	A	-30-1-1430-4-54410	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
41	A3011434	54720			HUMAN RESOURCES SERVICE CONTRACTS - PROF SERV		1,000.00	-700.00	300.00
	A	-30-1-1430-4-54720	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
42	A3011434	54740			HUMAN RESOURCES SERVICE CONTRACTS - EQUIPMENT		365.00	-365.00	.00
	A	-30-1-1430-4-54740	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
43	A3011214	54250			MAYOR CONTRACTED SERVICES CONFERENCE REGISTRATION		1,736.50	-301.02	1,435.48
	A	-30-1-1210-4-54250	-		COVER LEGAL EXPENSES LABOR EMP 12/31/2018				
44	V3719717	57947			DEBT SERVICE 08I VANDERBILT STORM DARIN INF		41,926.78	-19,296.31	22,630.47
	V	-37-1-9710-7-57947	-		COVER ADDITIONAL BOND PRINICIP 12/31/2018				
45	V3719717	57945			DEBT SERVICE 08I SOUTHEAST STORM DRAIN IMP		27,252.60	-12,542.13	14,710.47
	V	-37-1-9710-7-57945	-		COVER ADDITIONAL BOND PRINICIP 12/31/2018				

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	404	12/31/2018	123118	123118BTRG	BUA	123118BTRG	1	1
46	V3719717	57968		DEBT SERVICE	10I CANFIELD CASINO INTEREST		14,816.28	-6,739.37	8,076.91
	V	-37-1-9710-7-57968	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
47	V3719717	57956		DEBT SERVICE	08I GEYSER LIGHTS FIELD IMPROV		10,607.48	-4,881.97	5,725.51
	V	-37-1-9710-7-57956	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
48	V3719717	57941		DEBT SERVICE	08I LAKE AVE FIRE STATION REPA		9,703.60	-1,440.95	8,262.65
	V	-37-1-9710-7-57941	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
49	V3719716	56941		PRINCIPAL	08P LAKE AVE FIRE STATION REPA		5,326.00	2,320.00	7,646.00
	V	-37-1-9710-6-56941	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
50	V3719716	56942		PRINCIPAL	08P WEST AVE FIRE STATION REPA		1,727.00	750.00	2,477.00
	V	-37-1-9710-6-56942	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
51	V3719716	56943		PRINCIPAL	08P CITY PW GARAGE REHAB		3,452.00	1,500.00	4,952.00
	V	-37-1-9710-6-56943	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
52	V3719716	56944		PRINCIPAL	08P SECURITY SYSTEMS CITY PROP		1,128.00	490.00	1,618.00
	V	-37-1-9710-6-56944	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
53	V3719716	56945		PRINCIPAL	08P SOUTHEAST STORM DRAIN IMP		14,958.00	6,490.00	21,448.00
	V	-37-1-9710-6-56945	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
54	V3719716	56947		PRINCIPAL	08P VANDERBILT STORM DRAIN INF		23,012.00	10,010.00	33,022.00
	V	-37-1-9710-6-56947	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
55	V3719716	56948		PRINCIPAL	08P AUDIO SYSTEM UPGRADE		3,452.00	1,500.00	4,952.00
	V	-37-1-9710-6-56948	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
56	V3719716	56949		PRINCIPAL	08P CITY BUILDINGS & FACILITIE		3,452.00	1,500.00	4,952.00
	V	-37-1-9710-6-56949	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
57	V3719716	56951		PRINCIPAL	08P NEW TELEPHONE SYSTEM		3,912.00	1,700.00	5,612.00
	V	-37-1-9710-6-56951	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
58	V3719716	56952		PRINCIPAL	08P ARTS COUNCIL INSULATION &		460.00	200.00	660.00
	V	-37-1-9710-6-56952	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
59	V3719716	56953		PRINCIPAL	08P BUCKET TRUCK		3,452.00	1,500.00	4,952.00
	V	-37-1-9710-6-56953	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
60	V3719716	56954		PRINCIPAL	08P TRACTOR BACKHOE LADDER		2,301.00	1,000.00	3,301.00
	V	-37-1-9710-6-56954	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	404	12/31/2018	123118	123118BTRG	BUA	123118BTRG	1	1
61	V3719716	56955		PRINCIPAL	08P REPLACE TRAFFIC SIGNAL RR		2,416.00	1,050.00	3,466.00
	V	-37-1-9710-6-56955	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
62	V3719716	56956		PRINCIPAL	08P GEYSER PARK LIGHTS/FIELD I		5,822.00	2,530.00	8,352.00
	V	-37-1-9710-6-56956	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
63	V3719716	56957		PRINCIPAL	08P GEYSER WELL SPRINKLER FIEL		759.00	330.00	1,089.00
	V	-37-1-9710-6-56957	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
64	V3719716	56958		PRINCIPAL	08P CAMERA SECURITY CITY HALL		1,764.00	770.00	2,534.00
	V	-37-1-9710-6-56958	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
65	V3719716	56959		PRINCIPAL	08P RESCUE TRUCK		3,452.00	1,500.00	4,952.00
	V	-37-1-9710-6-56959	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
66	V3719716	56961		PRINCIPAL	08P CHURH MYRTLE CONST IMP		3,259.00	1,420.00	4,679.00
	V	-37-1-9710-6-56961	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
67	V3719716	56962		PRINCIPAL	08P EXCELSIOR SPR AVE CULVERT		1,786.00	780.00	2,566.00
	V	-37-1-9710-6-56962	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
68	V3719716	56968		PRINCIPAL	10P CANFIELD CASINO REHAB PROJ		10,390.00	3,900.00	14,290.00
	V	-37-1-9710-6-56968	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
69	V3719716	56969		PRINCIPAL	10P CITY BUILDINGS AND FACILIT		5,200.00	1,950.00	7,150.00
	V	-37-1-9710-6-56969	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
70	V3719716	56970		PRINCIPAL	10P VISITOR CENTER REPLACEMENT		4,550.00	1,710.00	6,260.00
	V	-37-1-9710-6-56970	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
71	V3719717	57922		DEBT SERVICE	07 I ARTS CENTER BUILDING FOUN		1,368.10	.70	1,368.80
	V	-37-1-9710-7-57922	-		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
72	V3719717	57975	1141	DEBT SERVICE	2017 BOND INTEREST		26,458.25	.01	26,458.26
	V	-37-1-9710-7-57975	-1141		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
73	V3719717	57999	1236	DEBT SERVICE	INTEREST 2015 BOND		7,230.89	.02	7,230.91
	V	-37-1-9710-7-57999	-1236		COVER ADDITIONAL BOND	PRINICIP	12/31/2018		
74	A3011212	52200		MAYOR EQUIPMENT AND CAPITAL	OFFICE EQUIPMENT		537.50	-30.00	507.50
	A	-30-1-1210-2-52200	-		COVER LEGAL COSTS LABOR EMPLOY		12/31/2018		
75	A3011434	54410		HUMAN RESOURCES	PRINTING		239.57	300.00	539.57
	A	-30-1-1430-4-54410	-		COVER PRINTING COSTS		12/31/2018		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
LN	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	404	12/31/2018	123118	123118BTRG BUA	123118BTRG	1	1	
76	A3011434	54720			HUMAN RESOURCES	SERVICE CONTRACTS - PROF SERV	1,000.00	-300.00	700.00
	A	-30-1-1430-4-54720	-			COVER PRINTING COSTS	12/31/2018		
77	A3031624	54110			CITY HALL CS	OFFICE SUPPLIES	1,573.68	3.17	1,576.85
	A	-30-3-1620-4-54110	-			COVER ANTICIPATED COSTS	12/31/2018		
78	A3031494	54110			COMM PUBLIC WORKS CS	OFFICE SUPPLIES	5,200.00	-3.17	5,196.83
	A	-30-3-1490-4-54110	-			COVER ANTICIPATED COSTS	12/31/2018		
79	A3537114	54180			PARK & CASINO CS	OTHER SUPPLIES	17,221.05	674.60	17,895.65
	A	-35-3-7110-4-54180	-			COVER ANTICIPATED COSTS	12/31/2018		
80	A3335014	54180			STREETS CS	OTHER SUPPLIES	104,015.96	-674.60	103,341.36
	A	-33-3-5010-4-54180	-			COVER ANTICIPATED COSTS	12/31/2018		
								** JOURNAL TOTAL	0.00

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 12	404								
BUA A3031654-54110	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5	354.81	
BUA A3335122-52400	12/31/2018	123118BTRG	123118	123118BTRG		MISC OFFICE SUPPLIES	5		354.81
BUA A3335014-54180	12/31/2018	123118BTRG	123118	123118BTRG		VEHICLES	5		
BUA A3638144-54180	12/31/2018	123118BTRG	123118	123118BTRG		MISC OFFICE SUPPLIES	5	3,000.00	
BUA A3537114-54180	12/31/2018	123118BTRG	123118	123118BTRG		OTHER SUPPLIES	5		
BUA A3638184-54720	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		3,000.00
BUA A3567194-54610-3000	12/31/2018	123118BTRG	123118	123118BTRG		OTHER SUPPLIES	5	1,000.00	
BUA A3567142-52300-3000	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		
BUA A3567194-54180-3000	12/31/2018	123118BTRG	123118	123118BTRG		OTHER SUPPLIES	5		
BUA A3567184-54520-3000	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		1,000.00
BUA F3638334-54180	12/31/2018	123118BTRG	123118	123118BTRG		SERVICE CONTRACTS - PROF SERV	5		
BUA F3638354-54180	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5	1,000.00	
BUA A3113624-54110	12/31/2018	123118BTRG	123118	123118BTRG		REPAIRS & MAINTENANCE BUILDING	5		
BUA A3113624-54160	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		1,000.00
BUA A3113624-54250	12/31/2018	123118BTRG	123118	123118BTRG		MISCELLANEOUS EQUIPMENT	5		
BUA A3011424-54720	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5	500.00	
BUA A3618682-52200	12/31/2018	123118BTRG	123118	123118BTRG		OTHER SUPPLIES	5		
BUA A3618684-54110-8010	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		500.00
BUA A3618684-54110-8020	12/31/2018	123118BTRG	123118	123118BTRG		GAS & OIL	5		
BUA A3618684-54250	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5	1,000.00	
BUA A3618684-54250-8020	12/31/2018	123118BTRG	123118	123118BTRG		OTHER SUPPLIES	5		
	12/31/2018	123118BTRG	123118	123118BTRG		ANTICIPATED EXPENDITURES	5		1,000.00
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5	62.18	
	12/31/2018	123118BTRG	123118	123118BTRG		NEED MONEY FOR INSPECTION SLIP	5		62.18
	12/31/2018	123118BTRG	123118	123118BTRG		UNIFORMS	5		
	12/31/2018	123118BTRG	123118	123118BTRG		NEED MONEY FOR INSPECTION SLIP	5	6.71	
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5		6.71
	12/31/2018	123118BTRG	123118	123118BTRG		NEED MONEY FOR INSPECTION SLIP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		CONFERENCE REGISTRATION	5	89.73	
	12/31/2018	123118BTRG	123118	123118BTRG		NEED MONEY FOR INSPECTION SLIP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5		89.73
	12/31/2018	123118BTRG	123118	123118BTRG		REPAIRS & MAINTENANCE VEHICLE	5		
	12/31/2018	123118BTRG	123118	123118BTRG		NEED MONEY FOR INSPECTION SLIP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		SERVICE CONTRACTS - PROF SERV	5	14,500.00	
	12/31/2018	123118BTRG	123118	123118BTRG		COVER LEGAL EXPENSES LABOR EMP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE EQUIPMENT	5		850.00
	12/31/2018	123118BTRG	123118	123118BTRG		COVER LEGAL EXPENSES LABOR EMP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5		150.00
	12/31/2018	123118BTRG	123118	123118BTRG		COVER LEGAL EXPENSES LABOR EMP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		OFFICE SUPPLIES	5		400.00
	12/31/2018	123118BTRG	123118	123118BTRG		COVER LEGAL EXPENSES LABOR EMP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		CONFERENCE REGISTRATION	5		1,100.00
	12/31/2018	123118BTRG	123118	123118BTRG		COVER LEGAL EXPENSES LABOR EMP	5		
	12/31/2018	123118BTRG	123118	123118BTRG		CONFERENCE REGISTRATION	5		220.00

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA A3618684-54440	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3618684-54720	12/31/2018	123118BTRG	123118	123118BTRG		T BOOKS PUBLICATIONS & SUBSCRIPT 5			1,100.00
BUA A3618684-54740	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3011474-54290	12/31/2018	123118BTRG	123118	123118BTRG		T SERVICE CONTRACTS - PROF SERV 5			300.00
BUA A3011474-54420	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3011474-54570	12/31/2018	123118BTRG	123118	123118BTRG		T SERVICE CONTRACTS - EQUIPMENT 5			1,394.59
BUA A3011474-54630	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3517554-54787	12/31/2018	123118BTRG	123118	123118BTRG		T MEDICAL EXAMS 5			758.50
BUA A3011652-52600	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3416314-54610	12/31/2018	123118BTRG	123118	123118BTRG		T ADVERTISING 5			700.00
BUA A3517022-52100	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3517024-54110	12/31/2018	123118BTRG	123118	123118BTRG		T TRAINING 5			208.03
BUA A3517024-54250	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3011434-54110	12/31/2018	123118BTRG	123118	123118BTRG		T OFFICE RENTAL 5			577.24
BUA A3011434-54410	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3011434-54720	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA A3011434-54740	12/31/2018	123118BTRG	123118	123118BTRG		T MEMORIAL DAY PARADE 5			1,326.65
BUA A3011214-54250	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA V3719717-57947	12/31/2018	123118BTRG	123118	123118BTRG		T SOFTWARE 5			999.99
BUA V3719717-57945	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA V3719717-57968	12/31/2018	123118BTRG	123118	123118BTRG		T REPAIRS & MAINTENANCE BUILDING 5			1,843.50
BUA V3719717-57956	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
BUA V3719717-57941	12/31/2018	123118BTRG	123118	123118BTRG		T EQUIPMENT 5			500.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T OFFICE SUPPLIES 5			200.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T CONFERENCE REGISTRATION 5			300.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T BOOKS PUBLICATIONS & SUBSCRIPT 5			100.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T OFFICE SUPPLIES 5			30.91
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T PRINTING 5			44.57
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T SERVICE CONTRACTS - PROF SERV 5			700.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T SERVICE CONTRACTS - EQUIPMENT 5			365.00
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T CONFERENCE REGISTRATION 5			301.02
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER LEGAL EXPENSES LABOR EMP			
	12/31/2018	123118BTRG	123118	123118BTRG		T 08I VANDERBILT STORM DARIN INF 5			19,296.31
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER ADDITIONAL BOND PRINICIP			
	12/31/2018	123118BTRG	123118	123118BTRG		T 08I SOUTHEAST STORM DRAIN IMP 5			12,542.13
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER ADDITIONAL BOND PRINICIP			
	12/31/2018	123118BTRG	123118	123118BTRG		T 10I CANFIELD CASINO INTEREST 5			6,739.37
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER ADDITIONAL BOND PRINICIP			
	12/31/2018	123118BTRG	123118	123118BTRG		T 08I GEYSER LIGHTS FIELD IMPROV 5			4,881.97
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER ADDITIONAL BOND PRINICIP			
	12/31/2018	123118BTRG	123118	123118BTRG		T 08I LAKE AVE FIRE STATION REPA 5			1,440.95
	12/31/2018	123118BTRG	123118	123118BTRG		T COVER ADDITIONAL BOND PRINICIP			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA V3719716-56941	12/31/2018	123118BTRG	123118	123118BTRG		08P LAKE AVE FIRE STATION REPA 5		2,320.00	
BUA V3719716-56942	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56943	12/31/2018	123118BTRG	123118	123118BTRG		08P WEST AVE FIRE STATION REPA 5		750.00	
BUA V3719716-56944	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56945	12/31/2018	123118BTRG	123118	123118BTRG		08P CITY PW GARAGE REHAB 5		1,500.00	
BUA V3719716-56946	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56947	12/31/2018	123118BTRG	123118	123118BTRG		08P SECURITY SYSTEMS CITY PROP 5		490.00	
BUA V3719716-56948	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56949	12/31/2018	123118BTRG	123118	123118BTRG		08P SOUTHEAST STORM DRAIN IMP 5		6,490.00	
BUA V3719716-56950	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56951	12/31/2018	123118BTRG	123118	123118BTRG		08P VANDERBILT STORM DRAIN INF 5		10,010.00	
BUA V3719716-56952	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56953	12/31/2018	123118BTRG	123118	123118BTRG		08P AUDIO SYSTEM UPGRADE 5		1,500.00	
BUA V3719716-56954	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56955	12/31/2018	123118BTRG	123118	123118BTRG		08P CITY BUILDINGS & FACILITIE 5		1,500.00	
BUA V3719716-56956	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56957	12/31/2018	123118BTRG	123118	123118BTRG		08P NEW TELEPHONE SYSTEM 5		1,700.00	
BUA V3719716-56958	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56959	12/31/2018	123118BTRG	123118	123118BTRG		08P ARTS COUNCIL INSULATION & 5		200.00	
BUA V3719716-56960	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56961	12/31/2018	123118BTRG	123118	123118BTRG		08P BUCKET TRUCK 5		1,500.00	
BUA V3719716-56962	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56963	12/31/2018	123118BTRG	123118	123118BTRG		08P TRACTOR BACKHOE LADDER 5		1,000.00	
BUA V3719716-56964	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56965	12/31/2018	123118BTRG	123118	123118BTRG		08P REPLACE TRAFFIC SIGNAL RR 5		1,050.00	
BUA V3719716-56966	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56967	12/31/2018	123118BTRG	123118	123118BTRG		08P GEYSER PARK LIGHTS/FIELD I 5		2,530.00	
BUA V3719716-56968	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56969	12/31/2018	123118BTRG	123118	123118BTRG		08P GEYSER WELL SPRINKLER FIEL 5		330.00	
BUA V3719716-56970	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56971	12/31/2018	123118BTRG	123118	123118BTRG		08P CAMERA SECURITY CITY HALL 5		770.00	
BUA V3719716-56972	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56973	12/31/2018	123118BTRG	123118	123118BTRG		08P RESCUE TRUCK 5		1,500.00	
BUA V3719716-56974	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56975	12/31/2018	123118BTRG	123118	123118BTRG		08P CHURH MYRTLE CONST IMP 5		1,420.00	
BUA V3719716-56976	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56977	12/31/2018	123118BTRG	123118	123118BTRG		08P EXCELSIOR SPR AVE CULVERT 5		780.00	
BUA V3719716-56978	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56979	12/31/2018	123118BTRG	123118	123118BTRG		10P CANFIELD CASINO REHAB PROJ 5		3,900.00	
BUA V3719716-56980	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56981	12/31/2018	123118BTRG	123118	123118BTRG		10P CITY BUILDINGS AND FACILIT 5		1,950.00	
BUA V3719716-56982	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719716-56983	12/31/2018	123118BTRG	123118	123118BTRG		10P VISITOR CENTER REPLACEMENT 5		1,710.00	
BUA V3719716-56984	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719717-57922	12/31/2018	123118BTRG	123118	123118BTRG		07 I ARTS CENTER BUILDING FOUN 5		.70	
BUA V3719717-57975-1141	12/31/2018	123118BTRG	123118	123118BTRG		COVER ADDITIONAL BOND PRINICIP			
BUA V3719717-57999-1236	12/31/2018	123118BTRG	123118	123118BTRG		2017 BOND INTEREST 5		.01	
						COVER ADDITIONAL BOND PRINICIP			
						INTEREST 2015 BOND 5		.02	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT		
LINE DESC										
12/31/2018 123118BTRG 123118 123118BTRG					T COVER ADDITIONAL BOND PRINICIP					
BUA A3011212-52200					OFFICE EQUIPMENT	5			30.00	
12/31/2018 123118BTRG 123118 123118BTRG					T COVER LEGAL COSTS LABOR EMPLOY					
BUA A3011434-54410					PRINTING	5	300.00			
12/31/2018 123118BTRG 123118 123118BTRG					T COVER PRINTING COSTS					
BUA A3011434-54720					SERVICE CONTRACTS - PROF SERV	5			300.00	
12/31/2018 123118BTRG 123118 123118BTRG					T COVER PRINTING COSTS					
BUA A3031624-54110					OFFICE SUPPLIES	5	3.17			
12/31/2018 123118BTRG 123118 123118BTRG					T COVER ANTICIPATED COSTS					
BUA A3031494-54110					OFFICE SUPPLIES	5			3.17	
12/31/2018 123118BTRG 123118 123118BTRG					T COVER ANTICIPATED COSTS					
BUA A3537114-54180					OTHER SUPPLIES	5	674.60			
12/31/2018 123118BTRG 123118 123118BTRG					T COVER ANTICIPATED COSTS					
BUA A3335014-54180					OTHER SUPPLIES	5			674.60	
12/31/2018 123118BTRG 123118 123118BTRG					T COVER ANTICIPATED COSTS					
					JOURNAL 2018/12/404 TOTAL		.00		.00	

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Christine Gillmett-Brown **

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 u101 | PURCHASE ORDER LIQUIDATION/RECEIVING REPORT

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CLERK: u101 BATCH: 2953

PO	LN	VENDOR	QUANTITY ORDERED	PREVIOUS RECVD/CANC	CURRENT RECEIVED	REMAINING PO QTY	STA CD	DESCRIPTION
180902	001	NATIONAL GRID	1.00	0.00	1.00	0.00	0	LICENSE AGREEMENT FOR SPRING RUN TR

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u101 | 18MWDEC3

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED UNPAID INVOICES TO BE POSTED

50	00001 A T & T	167860 1169755512		168909	18MWDEC3	33.06		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: N DISC: .00						A3011654	54670		3.56	1099:	
ACCT 1200 DEPT 1000 DUE 12/26/2018 DESC:1000-810-2104						A3031444	54670		2.65	1099:	
P.O. BOX 5094 CAROL STREAM IL 60197-5094						A3143414	54670		3.20	1099:	
						A3567144	54671		2.93	1099:	
						A3031654	54670		5.64	1099:	
						A3011424	54671		2.94	1099:	
						A3517514	54670		2.71	1099:	
						A3011474	54671		2.52	1099:	
						A3051414	54671		3.95	1099:	
						A3021694	54670		2.96	1099:	
4947	00002 MAGNA5	167861 5066020		168910	18MWDEC3	334.84		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: Y DISC: .00						E3577164	54670		334.84	1099:	
ACCT 1200 DEPT 7000 DUE 12/26/2018 DESC:5000394											
P O BOX 780410 PHILADELPHIA PA 19178-0410											
6575	00000 DIRECT ENERGY BU	167862 183370036717427		168911	18MWDEC3	5,513.24		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: Y DISC: .00						E3577164	54650		5,513.24	1099:	
ACCT 1200 DEPT 7000 DUE 12/26/2018 DESC:1277000											
P.O. BOX 70220 PHILADELPHIA PA 19176-0220											
328	00001 PITNEY BOWES	167863 3307701795		168912	18MWDEC3	386.10		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: N DISC: .00						A3011654	54730		386.10	1099:	
ACCT 1200 DEPT 1000 DUE 12/26/2018 DESC:0011554268											
P O BOX 371887 PITTSBURGH PA 15250-7887											
7292	00001 TOSHIBA BUSINESS	167865 14980402		168914	18MWDEC3	105.89		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: Y DISC: .00						A3011214	54740		105.89	1099:	
ACCT 1200 DEPT 1000 DUE 12/26/2018 DESC:TOBS6PA											
PO BOX 927 BUFFALO NY 14240-0927											
319	00001 NATIONAL GRID	167866 167866		168915	18MWDEC3	21.78		.00	.00		
CASH A 2018/12 INV 12/21/2018 SEP-CHK: N DISC: .00						A3031654	54650		21.78	1099:	
ACCT 1200 DEPT 3000 DUE 12/26/2018 DESC:DPW											
P.O. BOX 4706 SYRACUSE NY 13221-4706											

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

NEW INVOICES

[illegible]

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NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	VOUCHER	WARRANT	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1831	00001 VERIZON WIRELESS	167889 942014876-0001		168938	18MWDEC3	121.16	.00	.00		
CASH A	2018/12	INV 12/21/2018	SEP-CHK: N	DISC: .00		A3113624	54670	121.16	1099:	
ACCT 1200	DEPT 1000	DUE 12/26/2018	DESC:942014876-00001							
P O BOX 408	NEWARK NJ 07101-0408									
1831	00001 VERIZON WIRELESS	167890 9819042821		168939	18MWDEC3	305.31	.00	.00		
CASH A	2018/12	INV 12/21/2018	SEP-CHK: N	DISC: .00		A3011214	54670	305.31	1099:	
ACCT 1200	DEPT 1000	DUE 12/26/2018	DESC:842037333-00001							
P O BOX 408	NEWARK NJ 07101-0408									
1831	00001 VERIZON WIRELESS	167891 9820006357		168940	18MWDEC3	419.95	.00	.00		
CASH A	2018/12	INV 12/21/2018	SEP-CHK: N	DISC: .00		A3143014	54670	100.00	1099:	
ACCT 1200	DEPT 4000	DUE 12/26/2018	DESC:286916448-0001			A3143124	54670	102.54	1099:	
P O BOX 408	NEWARK NJ 07101-0408					A3143624	54670	217.41	1099:	
30 APPROVED UNPAID INVOICES				TOTAL		14,577.77				
30 INVOICE(S)				REPORT POST TOTAL		14,577.77				

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ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2018 12	A3011214 A	-30-1-1210-4-54670 -	PHONES	305.31	460.67
	A3011214 A	-30-1-1210-4-54740 -	SERVICE CONTRAC	105.89	.24
	A3011424 A	-30-1-1420-4-54671 -	PHONES & FAX	2.94	7.02
	A3011474 A	-30-1-1431-4-54671 -	PHONES & FAX	2.52	404.27
	A3011654 A	-30-1-1650-4-54670 -	PHONES	560.01	27.10
	A3011654 A	-30-1-1650-4-54730 -	SERVICE CONTRAC	386.10	.40
	A3021694 A	-30-2-1681-4-54670 -	PHONES	11.08	462.70
	A3031444 A	-30-3-1440-4-54670 -	PHONES	9.94	400.03
	A3031494 A	-30-3-1490-4-54670 -	PHONES	80.41	280.97
	A3031494 A	-30-3-1490-4-54742 -	LEASE OF PROPER	4,875.00	300.00
	A3031654 A	-30-3-1623-4-54650 -	UTILITIES	21.78	2,187.37
	A3031654 A	-30-3-1623-4-54670 -	PHONES	5.64	1,204.80
	A3051414 A	-30-5-1410-4-54573 -	RISK-SAFETY PRO	106.69	646.50
	A3051414 A	-30-5-1410-4-54671 -	PHONES & FAX	25.90	169.41
	A3113624 A	-31-1-3620-4-54670 -	PHONES	121.16	471.16
	A3143014 A	-31-4-3010-4-54670 -	PHONES	100.00	.00
	A3143124 A	-31-4-3120-4-54670 -	PHONES	102.54	5,172.88
	A3143314 A	-31-4-3310-4-54751 -	UTILITIES TRAFF	32.63	7,089.71
	A3143414 A	-31-4-3410-4-54670 -	PHONES	1,029.53	4,813.35
	A3143624 A	-31-4-3620-4-54670 -	PHONES	217.41	464.84
	A3335184 A	-33-3-5182-4-54750 -	STREET LIGHTING	54.72	54,050.50
	A3517514 A	-35-1-7510-4-54670 -	PHONES	57.17	.29
	A3567144 A	-35-6-7140-4-54671 -	PHONES & FAX	39.46	445.20
	A3567174 A	-35-6-7171-4-54670 -3000	PHONES	115.25	131.41
	A3567194 A	-35-6-7181-4-54670 -3000	PHONES	163.96	149.83
	E3577164 E	-35-7-7160-4-54650 -	UTILITIES	5,513.24	10,786.46
	E3577164 E	-35-7-7160-4-54670 -	PHONES	334.84	-212.68
	F3638334 F	-36-3-8330-4-54670 -	PHONES	196.65	514.60
REPORT TOTALS				14,577.77	

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CITY OF SARATOGA SPRINGS LIVE
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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2018 12	366									
API A3011654-54670						PHONES			3.56	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3031444-54670						PHONES			2.65	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3143414-54670						PHONES			3.20	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3567144-54671						PHONES & FAX			2.93	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3031654-54670						PHONES			5.64	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3011424-54671						PHONES & FAX			2.94	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3517514-54670						PHONES			2.71	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3011474-54671						PHONES & FAX			2.52	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3051414-54671						PHONES & FAX			3.95	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API A3021694-54670						PHONES			2.96	
12/26/2018 W	18MWDEC3	000050			167860	1000-810-2104				
API E3577164-54670						PHONES	Y		334.84	
12/26/2018 W	18MWDEC3	004947			167861	5000394				
API E3577164-54650						UTILITIES			5,513.24	
12/26/2018 W	18MWDEC3	006575			167862	1277000				
API A3011654-54730						SERVICE CONTRACTS MAINTENANCE			386.10	
12/26/2018 W	18MWDEC3	000328			167863	0011554268				
API A3011214-54740						SERVICE CONTRACTS - EQUIPMENT			105.89	
12/26/2018 W	18MWDEC3	007292			167865	TOBS6PA				
API A3031654-54650						UTILITIES			21.78	
12/26/2018 W	18MWDEC3	000319			167866	DPW				
API A3335184-54750						STREET LIGHTING			54.72	
12/26/2018 W	18MWDEC3	000319			167867	DPW				
API A3031494-54742						LEASE OF PROPERTY			4,875.00	
12/26/2018 W	18MWDEC3	000319	180902		167868	200000091				
POL A3031494-54742						LEASE OF PROPERTY	4			4,875.00
12/26/2018 LIQ/INV	000319	180902			167868	200000091	2018			
API A3021694-54670						PHONES			8.12	
12/26/2018 W	18MWDEC3	001927			167869	5185800781394241				
API A3051414-54671						PHONES & FAX			21.95	
12/26/2018 W	18MWDEC3	001927			167870	5185876512				
API A3143414-54670						PHONES			28.55	
12/26/2018 W	18MWDEC3	001927			167871	5185874570437248				
API A3143314-54751						UTILITIES TRAFFIC LIGHTS			32.63	
12/26/2018 W	18MWDEC3	001927			167872	5185876754028248				
API A3517514-54670						PHONES			54.46	
12/26/2018 W	18MWDEC3	001927			167873	5185872358828240				
API A3011654-54670						PHONES			12.36	

YEAR PER JNL							T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC			
API A3143414-54670	12/26/2018 W	18MWDEC3	001927		167873	5185872358828240			
						PHONES		85.64	
API A3143414-54670	12/26/2018 W	18MWDEC3	001927		167874	5185873923878249			
						PHONES		88.99	
API A3143414-54670	12/26/2018 W	18MWDEC3	001927		167875	5185878325644248			
						PHONES		191.34	
API A3143414-54670	12/26/2018 W	18MWDEC3	001927		167876	518Q350102464246			
						PHONES		210.80	
API A3567174-54670-3000	12/26/2018 W	18MWDEC3	001927		167877	85185873539195244			
						PHONES		115.25	
API A3567194-54670-3000	12/26/2018 W	18MWDEC3	001927		167878	DPW			
						PHONES		93.50	
API A3567194-54670-3000	12/26/2018 W	18MWDEC3	001927		167878	DPW			
						PHONES		70.46	
API A3143414-54670	12/26/2018 W	18MWDEC3	001927		167878	DPW			
						PHONES		378.47	
API A3011654-54670	12/26/2018 W	18MWDEC3	001927		167879	518Q350450756243			
						PHONES		499.96	
API F3638334-54670	12/26/2018 W	18MWDEC3	001927		167880	5185877097448242			
						PHONES		.83	
API A3031444-54670	12/26/2018 W	18MWDEC3	001927		167881	Y2763358			
						PHONES		7.29	
API A3031494-54670	12/26/2018 W	18MWDEC3	001927		167883	DPW			
						PHONES		27.96	
API F3638334-54670	12/26/2018 W	18MWDEC3	001927		167883	DPW			
						PHONES		195.82	
API A3567144-54671	12/26/2018 W	18MWDEC3	001927		167883	DPW			
						PHONES & FAX		36.53	
API A3143414-54670	12/26/2018 W	18MWDEC3	001831		167884	442228413-0001			
						PHONES		42.54	
API A3011654-54670	12/26/2018 W	18MWDEC3	001831		167885	742082557-00001			
						PHONES		44.13	
API A3031494-54670	12/26/2018 W	18MWDEC3	001927		167886	5185834843564244			
						PHONES		52.45	
API A3051414-54573	12/26/2018 W	18MWDEC3	001831		167887	742051038-00001			
						RISK-SAFETY PROGRAMMING		106.69	
API A3113624-54670	12/26/2018 W	18MWDEC3	001831		167888	442028324-00001			
						PHONES		121.16	
API A3011214-54670	12/26/2018 W	18MWDEC3	001831		167889	942014876-00001			
						PHONES		305.31	
API A3143014-54670	12/26/2018 W	18MWDEC3	001831		167890	842037333-00001			
						PHONES		100.00	
API A3143124-54670	12/26/2018 W	18MWDEC3	001831		167891	286916448-0001			
						PHONES		102.54	
API A3143624-54670	12/26/2018 W	18MWDEC3	001831		167891	286916448-0001			
						PHONES		217.41	
	12/26/2018 W	18MWDEC3	001831		167891	286916448-0001			
<u>GENERAL LEDGER TOTAL</u>								<u>14,577.77</u>	<u>.00</u>

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YEAR PER JNL										
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
API A-2600	12/26/2018	W 18MWDEC3	B	2953		ACCOUNTS PAYABLE			8,533.04	
API E-2600	12/26/2018	W 18MWDEC3	B	2953		ACCOUNTS PAYABLE			5,848.08	
API F-2600	12/26/2018	W 18MWDEC3	B	2953		ACCOUNTS PAYABLE			196.65	
POL A-1521	12/26/2018	W 18MWDEC3	B	2953		ENCUMBRANCES			4,875.00	
POL A-2963	12/26/2018	W 18MWDEC3	B	2953		BUDGETARY FUND BALANCE RES ENC		4,875.00		
SYSTEM GENERATED ENTRIES TOTAL								4,875.00	19,452.77	
JOURNAL 2018/12/366 TOTAL								19,452.77	19,452.77	
2018 12 366										
API A-1522	12/26/2018	W 18MWDEC3	B	2953		EXPENDITURES		8,533.04		
API E-1522	12/26/2018	W 18MWDEC3	B	2953		EXPENDITURES		5,848.08		
API F-1522	12/26/2018	W 18MWDEC3	B	2953		EXPENDITURES		196.65		

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
A GENERAL FUND	2018 12	366	12/26/2018			
A-1521				ENCUMBRANCES		4,875.00
A-1522				EXPENDITURES	8,533.04	
A-2600				ACCOUNTS PAYABLE		8,533.04
A-2963				BUDGETARY FUND BALANCE RES ENC	4,875.00	
				FUND TOTAL	13,408.04	13,408.04
E CITY CENTER AUTHORITY	2018 12	366	12/26/2018			
E-1522				EXPENDITURES	5,848.08	
E-2600				ACCOUNTS PAYABLE		5,848.08
				FUND TOTAL	5,848.08	5,848.08
F WATER FUND	2018 12	366	12/26/2018			
F-1522				EXPENDITURES	196.65	
F-2600				ACCOUNTS PAYABLE		196.65
				FUND TOTAL	196.65	196.65

** END OF REPORT - Generated by Stefanie Richards **

**ADDENDUM TWO TO AGREEMENT BETWEEN THE CITY OF SARATOGA
SPRINGS, NY**

and GOLDBERGER AND KREMER

Original Agreement February 20, 2018

Addendum on December 4, 2018

THIS ADDENDUM TWO is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and GOLDBERGER AND KREMER with a place of business at 39 North Pearl Street, Suite 201, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement approved by the City Council on February 20, 2018 to provide the City with legal services for labor and employment matters on an as needed basis under the direction of the Mayor and City Attorney for a sum not to exceed Fifteen Thousand Dollars (\$15,000.00) total. The original February 20, 2018 agreement was amended on December 4, 2018 to increase the "not to exceed" sum to Thirty Thousand Dollars (\$30,000.00) and to add a clause regarding no guarantees of any minimum number of hours or compensation.

This ADDENDUM TWO is supplemental to the original February 20, 2018 agreement and the December 4, 2018 addendum. It is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original February 20, 2018 agreement remain in effect unless specifically modified.

For this ADDENDUM TWO, the City and the Consultant agree:

1. Section 3. Terms of Payment: The limitation of "not to exceed thirty thousand and 00/100 dollars (\$30,000.00)" shall be increased to "not to exceed forty-four thousand five hundred and 00/100 dollars (\$44,500.00)".

WHEREFORE, the City and the Consultant have executed this ADDENDUM TWO on the dates indicated:

CONSULTANT

By: 

Title: Partner

Date: 12/27/18

CITY OF SARATOGA SPRINGS

By: _____

Title: Mayor

Date: _____

Per Council Approval: _____

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA
SPRINGS, NY
and GOLDBERGER AND KREMER
Original Agreement February 20, 2018**

THIS ADDENDUM is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and GOLDBERGER AND KREMER with a place of business at 39 North Pearl Street, Suite 201, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement approved by the City Council e City on February 20, 2018, to provide the City with legal services for labor and employment matters on an as needed basis under the direction of the Mayor and City Attorney for a sum not to exceed Fifteen Thousand Dollars (\$15,000.00) total.

This ADDENDUM ONE is supplemental to the original February 20, 2018 agreement. It is incorporated into and made part of those documents. All terms, conditions, and provision of the original February 20, 2018 agreement remain in effect unless specifically modified herein.

For this ADDENDUM ONE, the City and the Consultant agree:

1. Section 3. Terms of Payment: The limitation of "not to exceed fifteen thousand and 00/100 dollars (\$15,000.00)" shall be increased to "not to exceed thirty thousand dollars (\$30,000.00)", and
2. Section 3. Terms of Payment: "Nothing in this agreement shall be construed so as to guarantee Goldberger and Kremer any minimum number of hours or minimum compensation under this agreement." shall be made the last sentence.

WHEREFORE, the City and the Consultant or have executed this ADDENDUM ONE on the dates indicated:

CONSULTANT

By: 

Title: Partner

Date: 11/28/18

Per Council Approval: 12/4/18

CITY OF SARATOGA SPRINGS

By: 

Title: Mayor

Date: 12/5/18



City of Saratoga Springs, NY Contract (Renewal)

City Project Number: RFP 2017-17 City Project Name: Proposal for the Provision of Labor and Employment Legal Services
City Department: Mayor Department Contact Person: Meg Kelly, Deputy Mayor City Ext. 2523
Company Name: Goldberger and Kremer
Company Address: 39 North Pearl Street, Suite 201, Albany, NY 12207
Company Telephone No.: 518-436-8313 Company Fax No.: 518-436-8316
Vendor and/or Service Provider Primary Contact: _____ Title: _____
Primary Contact Email: _____
Service to be Provided: _____
Remit Name (if different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Proposal for the Provision of Labor and Employment Legal Services, the Vendor and/or Service Provider submitted proposals dated February 23, 2017 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The City and Vendor and/or Service Provider thereafter entered into a contract for services on March 6, 2017 for a period of one (1) year with an option to renew for an additional one (1) year, up to three (3) years. The City and Vendor and/or Service Provider each agree to renew for a period of one (1) year. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement. The scope of work provided by the Vendor and/or Service Provider is on an "as needed" basis at the discretion of the City and the parties agree that the Vendor and/or Service Provider shall not be deemed the sole provider for the contracted services and that this contract shall not be considered as a guarantee that the Vendor and/or Service Provider is entitled to any minimum number of hours or minimum dollar amount.
2. **Term of Agreement:** The term of this Agreement shall commence per on March 6, 2018. This Agreement shall continue in force from the effective date for a period of one (1) year ending March 6, 2019 with the option to renew for an additional one (1) year, up to two (2) years. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$15,000 at the hourly rate quoted in the response for RFP 2017-17 (\$155/hour), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Managers for the Vendor and/or Service Provider are Bryan Goldberger and Brian Kremer. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Goldberger and Kremer, 39 North Pearl Street, Suite 201, Albany, NY 12207
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property

of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement or a combination thereof:

- **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:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
 - a. 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;
 - b. 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
 - c. 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

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

Goldberger and Kremer Signature: B. S. Kremer Date: 2/19/18

Print Name: Brian S. Kremer Title: Partner

City of Saratoga Springs' Signature: Meg Kelly Date: 2/24/18

Print Name: Meg Kelly Title: Mayor City Council Approval Date: 2/20/18

EXHIBIT A

GOLDBERGER AND KREMER

ATTORNEYS AND COUNSELORS AT LAW

39 NORTH PEARL STREET

SUITE 201

ALBANY, NEW YORK 12207

518/436-8313

FAX NO. 436-8316

BRYAN J. GOLDBERGER*
BRIAN S. KREMER
*ALSO ADMITTED IN PENNSYLVANIA

February 23, 2017

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

**Re: Proposal for the Provision of Labor and Employment Legal Services
RFP 2017-17**

Dear Sir/Madam:

Please accept our law firm's proposal to provide legal services to the City of Saratoga Springs. We have enclosed an original and one copy of the completed and signed Statement of Specifications, Waiver of Immunity Clause and Non-Collusive Bidding Certification, Vendor Code of Conduct and Acknowledgement, and Risk and Safety Agreement for Professional Services. Also enclosed are two copies of various Certificates of Insurance as requested.

The law firm of Goldberger and Kremer, currently comprised of two partners, Bryan J. Goldberger and Brian S. Kremer, and several support staff, has been engaged in the practice of public sector labor relations and employment law since 1990. We are presently retained as labor relations counsel for public employers such as the City of Plattsburgh, City of Lockport, Village of Lake Placid, Village of Highland Falls, City of Gloversville, Gloversville Housing Authority, City of Norwich, Town of Rosendale, Village of Woodridge, Village of Scotia, Village of Green Island, Village of Herkimer, Town of Berlin, and the Town of Schodack.

As labor relations counsel for these and other public employers, we have negotiated numerous collective bargaining agreements with labor unions covering bargaining units ranging from two (2) to one thousand three hundred and fifty (1,350) members. We have served as counsel to employers in countless arbitrations, mediations, disciplinary hearings, and matters before the NYS Public Employment Relations Board. Our law firm also has significant experience in New York State Supreme Court in matters arising under Articles 75 and 78 of the New York State Civil Practice Law and Rules. In addition, our firm represents clients in U.S. District Court in matters arising under various Federal employment statutes.

Bryan J. Goldberger is admitted to practice law in New York and Pennsylvania and before the U.S. Supreme Court. Since his admission to the bar in 1985, Mr. Goldberger has concentrated his practice

in public and private sector labor relations matters. He has represented employers in numerous arbitrations, disciplinary matters, and employment litigation in state and federal courts and before state and federal administrative agencies. Since 1999, Mr. Goldberger has served as Special Counsel for Labor Relations and Personnel to the County of Rensselaer. In addition, he teaches collective bargaining and municipal employee relations as part of the New York Conference of Mayors' Fall Training Program. Mr. Goldberger has presented at the Conference of Mayors' Public Works Schools, Personnel Schools and annual Legislative Conferences on such topics as collective bargaining, labor contract administration, disciplinary procedures and civil service law. Mr. Goldberger has also spoken before the Labor and Employment Law Section of the New York State Bar Association regarding trends and strategies in public sector collective bargaining.

Brian S. Kremer graduated cum laude from Albany Law School of Union University in 1991 and, since that date, has been engaged in the practice of public and private sector labor relations law. Mr. Kremer also has vast experience in collective bargaining, arbitrations, disciplinary matters, and employment litigation. Mr. Kremer is the Corporation Counsel for the City of Cohoes and, in that capacity, is responsible for all labor relations issues for the City. Mr. Kremer has spoken before the Labor and Employment Law Section of the New York State Bar Association about disciplinary matters involving social media.

Our law firm prides itself on our personal commitment to our clients and responsiveness to their needs. Since our practice is primarily devoted to labor relations matters on behalf of public employers, we understand the need to be available to the City as problems arise and legal advice is sought. As our firm is currently comprised of two partners with no associates, the services rendered to the City would be given the individual attention of a partner of the firm, either Bryan J. Goldberger or Brian S. Kremer, and not delegated to an inexperienced associate.

We encourage you to contact the following persons regarding our qualifications and experience in public sector labor relations matters:

John T. McDonald, III
Member of New York State Assembly
Legislative Office Building, Room 417
Albany, New York 12248
(518) 455-4474

Christopher Meyer
Deputy County Executive
County of Rensselaer
1600 Seventh Avenue
Troy, New York 12180
(518) 270-2900

Honorable Sean E. Ward
Chairman, Albany County Legislature
112 State Street, Room 710
Albany, New York 12207
(518) 447-7168

Honorable Dennis Dowds
Supervisor, Town of Schodack
265 Schuurman Road
Castleton, NY 12033
(518) 477-7918

Thank you for consideration of our proposal. We welcome the opportunity to meet with City representatives to discuss our proposal further.

Respectfully submitted,

GOLDBERGER AND KREMER

A handwritten signature in black ink, appearing to read "Bryan Goldberger", written over the printed name.

Bryan J. Goldberger

BJG:jnb
Enclosures



Statement of Specifications

Labor and Employment Legal Services

Hourly rate quote for legal services to the City of Saratoga Springs for labor and employment law matters on an as needed basis, including but not limited to, employee discipline, contract grievances, improper practice charges before PERB, arbitration, litigation and collective bargaining with the City's bargaining units.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL HOURLY BID IN FIGURES: \$ \$155 per hour

TOTAL HOURLY BID WRITTEN: One Hundred and Fifty-Five dollars per hour

COMPANY NAME: Goldberger and Kremer, Attorneys at Law

ADDRESS: 39 North Pearl Street, Suite 201

Albany NY 12207 Phone No. (518) 436-8313
(City) (State) (Zip)

E-MAIL ADDRESS: bgoldberger@goldbergerandkremer.com

AUTHORIZED SIGNATURE: *Bryan Goldberger*

PRINTED NAME: Bryan Goldberger

TITLE: Partner DATE: February 22, 2017



Waiver of Immunity Clause

Section §139(a) State Finance Law

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

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification

Section §139(d) State Finance Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: Bryan Goldberger Print Name: Bryan Goldberger

Title: Partner Date: February 22, 2017

Company: Goldberger and Kremer Address: 39 North Pearl Street, Suite 201
Albany, New York 12207

Subscribed to under penalty of perjury under the laws of the State of New York, this 22nd day of February 2017 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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

Vendor Acknowledgement

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

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

Signature: *Bryan Goldberger*

Printed name: Bryan Goldberger

Title: Partner

Date: February 22, 2017

Company Name: Goldberger and Kremer, Attorneys at Law



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)

City Project Number: RFP 2017-17 City Project Name: Labor and Employment Legal Prevailing Wage Project No.: N/A
City Department: Commissioner of Accounts Department Contact Person: John Franck City Ext. _____
Company Name: Goldberger and Kremer, Attorneys at Law
Company Address: 39 North Pearl Street, Suite 201, Albany, New York 12207
Company Telephone No.: 518-436-8313 Company Fax No.: 518-436-8316
Consultant Primary Contact for This Project: Bryan Goldberger 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;
- ~~**Pollution Liability Insurance** Including Coverage for Asbestos Abatement: One Million Dollars per Occurrence;~~
- **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:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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.

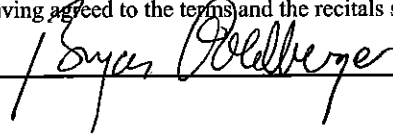
The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold 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

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: _____



NEW YORK STATE DISABILITY BENEFITS LAW (DBL) INSURANCE POLICY

This Policy is Governed by the Laws of The State of New York

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I. INSURING CLAUSE

In return for payment of the stated premiums by the policyholder named in the application attached to this policy, AmGUARD Insurance Company (the Company) will pay disability benefits to each employee in a listed class as required under Section 204 of the New York State Disability Benefits Law (New York State Workers' Compensation Law Article 9), subject to the terms and conditions stated in this policy and the statements in the attached application.

II. DEFINITIONS

- **Board:** The Workers' Compensation Board of the State of New York.
- **Company:** AmGUARD Insurance Company.
- **Disability:** If during employment, the inability of an employee, as a result of injury or sickness not arising out of and in the course of an employment, to perform the regular duties of his employment with the Policyholder or the duties of any other employment which an employer may offer him at his regular wages. If during unemployment, the inability of an employee, as a result of injury or sickness not arising out of and in the course of employment, to perform the duties of any employment for which he is reasonably qualified by training and experience. Disability also includes disability caused by or in connection with a pregnancy.
- **Employer:** The policyholder, or any additional employer named in a rider attached to this policy.
- **Law:** The Disability Benefits Law of the State of New York, Article 9 of the Workers' Compensation Law. The term "Law" includes any amendments or supplements to the Law which may take effect while this policy is in force.
- **Policy:** The written contract of insurance between the Company and Policyholder. This policy, and attached riders and endorsements, and the signed master application are the entire contract of insurance.
- **Policyholder:** The corporation, proprietorship, sole proprietor, or other organization or entity to which this policy is issued.

DISABILITY BENEFITS LAW (DBL) COVERAGE

III. POLICY TERMS AND CONDITIONS

This policy provides benefits only:

1. for a disability which begins during the term of this policy; or
2. for any employee whose employment with the policyholder terminates during the term of this policy, for a disability that begins within 4 weeks after termination of his employment and prior to the first day employee performs any work for remuneration, profit or benefit received, for an employer other than the policyholder or a subsidiary or an affiliate of the policyholder; provided the new employer is a covered employer under the Law.

See **XI. EFFECTIVE DATE OF EMPLOYEE'S COVERAGE** for specific information on the date coverage begins.

This policy becomes effective at 12:01 a.m. Eastern Time on the date shown in the master application. Policy anniversaries will be 12:01 a.m. Eastern Time each year after the policy effective date. Policies are continuous; renewal dates are for premium information only.

This policy is signed at the Home Office of the Company in Wilkes-Barre on the date of issue.

This policy is subject to all of the terms contained in the following pages. All provisions of the Law are considered a part of this policy, as if the provisions were contained herein, so far as those provisions apply to the disability benefits provided by the policy.

The policyholder may act for or on behalf of any and all employers named in the master application attached to this policy in all matters pertaining to this policy. Any act taken by the policyholder shall be binding on those employers named in the master application.

This policy, and attached riders and endorsements, and the signed master application are the entire contract of insurance. Any statement made in connection therewith by an applicant, policyholder, or insured, absent fraud, will be deemed a representation and not a warranty. No statement made by an insured will reduce benefits or void the insurance, unless that statement is contained in a written document, signed by the policyholder or insured, and the policyholder or insured is or has been furnished with a copy of the document.

No change or amendment to the terms of this policy will be valid unless it has been approved by the President, a Vice President, or the Secretary of the Company and is shown by an endorsement to this policy or is attached hereto. Any changes or amendments to the policy made by the Company without the consent of the policyholder will be effective 30 days after the date stated in a written notice provided by the Company to the policyholder. No agent has the authority to change this policy or waive any of its provisions; to accept any premiums in arrears; to extend the due date of any premium; to waive any notice of claim required by this policy; or to extend the date for submission of a notice of claim.

IV. ASSIGNMENT BY POLICYHOLDER

This policy shall not be assigned or transferred without the written consent of the President, a Vice President, or the Secretary of the Company.

V. CANCELLATION OF THE POLICY

The Company may cancel this policy for non-payment of premium with respect to an employee of the policyholder or any one or more employers at any time or times by furnishing written Notice of Cancellation:

1. to the policyholder;
2. to the employer(s) of the employee for which such Notice of Cancellation will be effective; and
3. to the Chairman of the Workers' Compensation Board of the State of New York.

Any such Notice of Cancellation must state when cancellation will be effective, *provided that* the effective date of such cancellation may not be less than ten (10) days after the furnishing of such notice to the Chairman and to each employer.

DISABILITY BENEFITS LAW (DBL) COVERAGE

Cancellation for any reason other than non-payment of premium will not be effective until at least thirty days (30) after a written Notice of Cancellation of this policy, on a date specified in such Notice, has been filed in the Office of the Chairman of the Workers' Compensation Board of the State of New York and also served on the policyholder and any employers of any employees for which such Notice of Cancellation will be effective; *provided, however*, that in either case should insurance with another insurance carrier become effective prior to the effective date of cancellation stated in any notice furnished under this paragraph, the cancellation will be effective as of the effective date of such other insurance, rather than as of the date stated in such notice.

Cancellation of this policy as provided above may be carried out by the Company on its own behalf, or upon the written request of the policyholder or of any employer of an employee for which such cancellation is to be effective.

Upon receipt by the Company, not less than forty (40) days prior to any premium due date, of a written request either:

1. from the policyholder that this policy be cancelled with respect to its employees or the employees of any one or more employers; or
2. directly from an employer that this policy be cancelled with respect to its employees,

the Company will carry out such cancellation in accordance with this section. In the event of such a request, the Company will state, in written Notice of Cancellation distributed in connection with such cancellation, that premium due date as the date such cancellation is to be effective.

The policyholder will be responsible for all unpaid premiums for insurance on employees of the policyholder and any employer of an employee for which such cancellation is to be effective. If the Company cancels on its own behalf, earned premiums will be computed pro-rata. If the Company cancels upon the written request of the policyholder or an employer, earned premium shall be computed in accordance with the short rate table and procedure; *provided, however*, that if this policy is being cancelled because the employer or the policyholder is ceasing to do business, earned premiums shall be computed pro-rata. Any refund will be made to the policyholder as soon as possible.

VI. PROVISIONS REQUIRED BY STATUTE

An employee who suffers a disabling injury or illness and gives notice to his employer shall be deemed to have given notice to the Company. For the purpose of the Law and this policy, jurisdiction shall be deemed to be New York State. The Company shall be bound in all actions pertaining to this policy by the Law, and the orders, findings, or decisions rendered in connection with the payment of benefits under that law and the New York State Insurance Law and Regulations hereunder.

The Chairman of the Board shall have the right to enforce any provision of this policy on behalf of an employee entitled to benefits under this policy. Enforcement shall be by filing of a separate application or by making the Company a party to the original application. Payment in whole or in part of any benefits by the policyholder, any named employer, or the Company shall be a bar to recovery against the non-paying policyholder, named employer, or the Company.

Bankruptcy or insolvency of the policyholder or named employer shall not relieve the Company of any of its obligations under this policy.

In accordance with the requirements of the Law, when this policy is terminated, any excess of employee contributions applied to the cost of the insurance but not used to pay premiums to the date of termination shall be used by the policyholder only as set forth in Section 216 of the Law. Rules governing the distribution of these excess employee contributions are set by the Chairman of the Board.

All benefits payable under this policy or under any attached rider or endorsement shall be payable in accordance with the provisions of the Law. Any provision of this policy which is contrary to the Law shall be null and void as to that provision only; all other provisions shall remain in effect.

VII. INFORMATION REQUIRED FROM POLICYHOLDER

The policyholder will give to the Company all information which the Company may reasonably require with regard to this policy. All documents, books, and records which pertain to this policy shall be open for inspection by the Company at all reasonable times during the continuance of this policy and for 6 years after the final termination of this policy.

DISABILITY BENEFITS LAW (DBL) COVERAGE

VIII. CLAIM NOTICES

Written notice of a claim must be given to the policyholder or named employer and sent to the Company within 30 days after the start of the disability. The notice must contain all information necessary to identify the policyholder or the named employer. The notice must also specify the employee's name and address, and the time, place, circumstances, and nature of the disability. No benefits shall be required to be paid for any period more than 2 weeks prior to the date on which required proof of disability is provided to the Company unless it is shown to the satisfaction of the Chairman of the Board to be not reasonably possible for the insured to have provided proof sooner and such proof was provided as soon as possible. No benefits shall be paid unless the required proof of disability is provided to the Company within 26 weeks of the start of the period of disability.

IX. PREMIUM & PREMIUM RATES

Premiums will be calculated and must be paid on the basis specified in the attached application. The Company will bill for each premium after the initial premium. The policy anniversary date shall be 12 months following the first day of the calendar quarter coinciding with or next following the effective date of this policy. There is a grace period of 31 days from the premium due date for all payments except the initial payment. The policy remains in effect during the grace period. All premiums due under this policy are to be remitted to the Company by the policyholder.

The Company may establish new premium rates as of the effective date of any amendment to the Law which affects or alters the Company's obligation under this policy. Any such change will be set forth in a rider to be attached to this policy. The Company reserves the right to change the premium rates after this policy has been in effect for 12 calendar months, or on any premium due date thereafter, by notifying the policyholder in writing at least 31 days in advance of the date the rate change becomes effective. If the policyholder does not pay the new premium, this policy will automatically terminate for non-payment 31 days after the due date of the first premium payment reflecting the rate change.

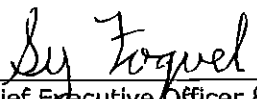
In the case of a rating plan billed annually in advance, an audit will be conducted at the end of that calendar year or at cancellation, whichever occurs earlier. Any difference between the premium reported and the premium developed by audit will be adjusted in arrears.

X. STATUTORY ASSESSMENTS

The Company will pay any assessments levied on the total payrolls of employees covered under this policy pursuant to Sections 214-2, 214-3, and 228 of the Law.

XI. EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Each employee eligible for insurance under this policy shall become insured as of the date of his eligibility to be placed in a class of employees. An employee who returns to work for the same employer/policyholder after an agreed and specified leave of absence or unpaid vacation shall become eligible for benefits immediately upon return to work.


Sy Foguel, Chief Executive Officer & President


Michael J. Dulin, General Counsel and Secretary

NEW YORK STATE DISABILITY BENEFITS LAW (DBL) INSURANCE POLICY**PRIVACY POLICY**

This notice describes how health information about you may be used and disclosed and how you can get access to this information.

AmGUARD Insurance Company (the Company) maintains confidential policyholder and individual insured files. In compliance with state and federal law, protected health information may be collected and/or released to assist the Company in underwriting or claims processing activities or pursuant to an order from a court of competent jurisdiction.

Insureds may access personal information (except when access is prohibited by law) by contacting:

Customer Service
AmGUARD Insurance Company
P.O. Box A-H
Wilkes-Barre, PA 18703-0020

Telephone: 1-800-673-2465
Fax: 570-823-2059
E-mail: csr@guard.com

If there is a change in your personal information, you should notify the Company. The Company may amend its privacy policy and/or our notice as necessary. You may obtain a copy of the Company's current privacy policy by contacting Customer Service.

AMGUARD INSURANCE COMPANY'S POLICIES AND PRACTICES
PROTECT YOUR PERSONAL INFORMATION

In general, the Company does not release any protected health information or other confidential information unless you provide a signed release authorization valid for two years. Protected health information (PHI) is individually identifiable health information related to your physical or mental health or condition, health care services provided to you, or payments made for your care. PHI may be released to a plan sponsor or policyholder for policy administration purposes without a signed authorization. PHI may be released to a treating physician or to permit the Company to process a claim. PHI may be exchanged with third parties responsible for payment of related charges.

PERSONAL HEALTH INFORMATION: The Company collects and uses personal information in connection with underwriting functions, policy application review, policy administration, and claims processing. Where permitted by law, the Company collects information from licensed insurance brokers and agents in connection with the sale of its products. Information may be exchanged with your medical provider to permit the Company to process your claim. Information may be provided to your plan administrator to assist it in seeking policy amendments, modifications, or improvements or to permit it to process claim requests.

INFORMATION SECURITY: The Company **does not release** any information about any insured or claimant without a current authorization signed by the insured, except as authorized by law. The Company maintains all policyholder and insured records in confidential, secure locations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2017

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 have ADDITIONAL INSURED provisions or 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 PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	NAIC# 29459

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	ADDD INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GV5485	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

GOLDBERGER AND KREMER 39 N PEARL ST STE 201 ALBANY, NY 12207	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
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2017

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 have ADDITIONAL INSURED provisions or 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		CONTACT	
PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265		NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): (888) 443-6112
INSURED		INSURER(S) AFFORDING COVERAGE	
GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207		INSURER A: Twin City Fire Insurance Company	NAIC# 29459
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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 INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GV5485	01/01/2017	01/01/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**GOLDBERGER AND KREMER
39 N PEARL ST STE 201
ALBANY, NY 12207

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

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number:

14974

Company Code: 9



Suffix	
LARS	RENEWAL
	16

POLICY NUMBER:

76 WEG GV5485

Previous Policy Number:

76 WEG GV5485

HOUSING CODE: 76

1. Named Insured and Mailing Address: GOLDBERGER & KREMER
(No., Street, Town, State, Zip Code)

FEIN Number: 141701021

39 N. PEARL ST. STE 201
ALBANY, NY 12207

State Identification Number(s):

UIN:

The Named Insured is: PARTNERSHIP

Business of Named Insured: LAWYERS OFFICES

Other workplaces not shown above: 39 PEARL ST STE 201

ALBANY

NY 12207

2. Policy Period: From 01/01/17 To 01/01/18
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015

SAN ANTONIO, TX 78265

Producer's Code: 210705

Issuing Office: THE HARTFORD

3600 WISEMAN BLVD.

SAN ANTONIO

TX 78251

(877) 287-1312

Total Estimated Annual Premium: \$334

Deposit Premium:

Policy Minimum Premium: \$226 NY

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan S. Castaneda

Authorized Representative

11/12/16

Date

27428

*3500276GV54850101



3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NY

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 04 21D WC 00 04 22B WC 31 04 02 WC 00 04 14 WC 00 04 19
WC 31 03 08 WC 31 03 19H WC 31 06 18

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS	40,900	.24	98
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			98
NY - MERIT RATING CREDIT (9885)			.920
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			90
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			90
EXPENSE CONSTANT (0900)			200
NEW YORK STATE ASSESSMENT (0932) 12.90 PERCENT			15
TERRORISM (9740)	40,900	.060	25
TERRORISM (9740) PER CAPITA 2.9 PERCENT			0
CATASTROPHE (9741)	40,900	.010	4
CATASTROPHE (9741) PER CAPITA 0.7 PERCENT			0
TOTAL ESTIMATED ANNUAL PREMIUM			334

Total Estimated Annual Premium: \$334

Deposit Premium:

Policy Minimum Premium: \$226 NY

Interstate/Intrastate Identification Number: / 000513401

Labor Contractors Policy Number:

NAICS: 541110

SIC: 8111

UIN:

NO. OF EMP: 000001



Fragomeni

Insurance & Financial Services, Inc.

Goldberger & Kremer
39 North Pearl Street, Ste201
Albany, NY 12207

March 30, 2016

RE: Policy #BPV36568 - Commercial Package
Effective 05/25/16 - 05/25/17

Dear Bryan & Brian:

First, thank you for your continued business. We appreciate the confidence you've placed in our agency and we will do our best to provide you with the highest levels of service and support.

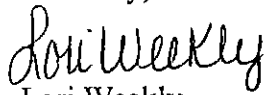
Enclosed please find the renewal of your commercial policy with National Grange Mutual. Please take some time to review the coverages carefully. If you have any questions regarding any aspect of your policy or you need to make any changes to this policy, please feel free to call me.

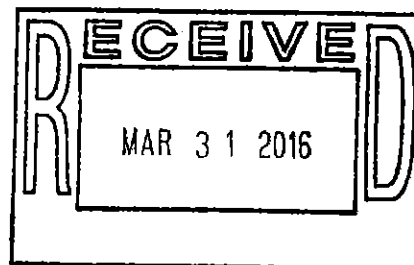
Our aim is to provide you with a comprehensive insurance program that meets your needs. As these needs change, your insurance protection should also change. If you would like to meet to review your policy and discuss other coverages or discounts that may be available to you, please give me a call.

Our customers are also a key part of our success because we grow our business through customer referrals. If you have any friends or associates who you feel would benefit from our services, we would be happy to assist them. Currently, we are running a monthly referral program to show our appreciation for our customers who spread the word about our agency. Please tell your family, friends, and co-workers to tell us that you referred them when contacting our office for a quote and you will receive a gift card to Dunkin Donuts as a thank you.

Thank you again.

Sincerely,


Lori Weekly
Account Executive



PEACE OF MIND

Policy Number: BPV36568

Named Insured:

BRYAN GOLBERGER & BRIAN KREMER
DBA GOLDBERGER & KREMER
39 N PEARL ST STE 201
ALBANY, NY 12207-2745

Re: Terrorism Risk Insurance Program Reauthorization Act of 2015

Dear Policyholder,

On January 26, 2015 the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015. This updated the original 2002 program, the 2005 extension and the 2007 reauthorization, and continues the reauthorization of the act through 2020. **Please note that you do not need to do anything regarding this coverage – it is provided to you at no additional cost.**

On the reverse side of this notice is a Policyholder Disclosure Notice of Terrorism Insurance, which provides essential information regarding the changes to the act and refers to the premium charged for this coverage.

If there are any questions regarding the Terrorism Risk Insurance Program Reauthorization Act of 2015 or your coverage under the Act contact your independent agent.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

This Notice has been prepared in conjunction with the implementation of changes related to coverage of terrorism under your policy. ***Coverage for acts of terrorism, as defined, is included in your policy at no additional cost (\$00.00 additional premium), and does not include any charges for the portion of losses covered by the United States government under the Act.***

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to revised provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

CHANGE IN THE DEFINITION OF CERTIFIED ACTS OF TERRORISM AND INFORMATION ON LIMITATIONS ON FEDERAL AND INSURER LIABILITY

Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Therefore, coverage for "certified acts of terrorism" now encompasses, for example, an act committed against the United States government by a United States citizen, when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program. Coverage is subject to all policy exclusions (for example, nuclear hazard and war exclusions) and other policy provisions.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The government may participate in paying for some of the losses from a "certified act of terrorism". However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. Further, this coverage is subject to a limit on our liability pursuant to the federal law, that is, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Refer to the terrorism endorsement for the definition of "certified acts of terrorism." Refer to the endorsement, and to the rest of the insurance contract, for provisions that govern coverage for, or that exclude coverage for, losses arising from terrorism.

Important Information for Policyholders

The Main Street America Group would like to thank you for your business. If you have any questions regarding your insurance policy, please contact your independent agent.

Certificates of Insurance

If contractors perform work for you, it is important that you obtain a certificate of insurance from them proving they have valid Workers Compensation and General Liability insurance in the state in which they are performing the work. Most state regulations require that your insurer charge you for coverage when there is no proof that the contractor carries valid insurance. If no certificate is available and/or your contractor does not meet the limit of liability requirements, we will charge you full liability rates for the contractor, as if he were your employee.

The following business practices should/must be incorporated and maintained in order to protect your business interests and preserve your insurance coverage. You should retain these documents for five (5) years:

- **Signed Contracts** – This would apply both for the work you do for others as well as each contractor you engage to do work on your behalf. The contract defines your responsibilities and liability from beginning to end. It will help provide a defense if drawn into a liability suit which is outside your contractual obligations.
- **Hold Harmless Agreements** – Must be required of each contractor you engage to do work on your behalf. A similar agreement must be required by your subcontractors who subcontract any portion of their work to others.
- **Required limits** – We require subcontractors' limits equal your policy general liability limits, or be a minimum of \$500,000 on a per occurrence \$1,000,000 aggregate basis. In New York we require minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate. Regardless of the general liability limits carried by you, subcontractors must meet these minimum limits.
- **Additional Insured** – You should require your company to be named as an Additional Insured on your subcontractors' policies. We also encourage certification of the subcontractors' policies as primary and noncontributory.

We have provided a sample indemnification, hold harmless and insurance agreement for you to use (see page 3). If you prefer, you may use a hold harmless agreement recommended by your attorney, which achieves the same objectives.

INDEMNIFICATION, HOLD, HARMLESS AND INSURANCE AGREEMENT

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law,

_____, ("Subcontractor"),

Agrees and its own cost to defend, indemnify and hold harmless

_____, ("Contractor"), its

officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions breach or default of Subcontractor, in connection with the performance of any work by Subcontractors, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.

B. INSURANCE

- Subcontractor hereby agrees that it will obtain and keep in force insurance policy/policies to cover its liability hereunder and to defend and save harmless Contractor in the minimum amount of \$500,000 per occurrence \$1,000,000 aggregate for bodily injury, property damage, and personal and advertising injury. In New York the minimum limits are \$1,000,000 per occurrence \$2,000,000 aggregate.
- Said liability policies shall 1) name Contractor as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Contractor.
- Subcontractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Subcontractor shall furnish to Contractor certificates of insurance evidencing that the aforesaid insurance coverage is in force.

SUBCONTRACTOR: _____

SIGNATURE: _____

DATE _____

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

SECTION II - LIABILITY - DECLARATIONS**COVERAGES****LIMITS**

Liability & Medical Expenses - Each Occurrence	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 2,000,000
Damage To Premises Rented To You	\$ 500,000
Aggregate Limit- Products-Completed Operations	\$ 4,000,000
Aggregate Limit- Except Products-Completed Operations	\$ 4,000,000
Medical Expense Limit - Per Person	\$ 10,000

LIABILITY -- SCHEDULE

STATE: NY	TERRITORY: 002	PREMISES NO: 1/1
CLASS CODE: 66122	DEDUCTIBLE - PROPERTY DAMAGE LIABILITY:	NONE
CLASSIFICATION: LAWYERS		

PREMIUM BASIS**EXPOSURE****RATE****ADVANCE PREMIUM**

INCLUDED

INCLUDED

INCLUDED

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

LIABILITY -- OPTIONAL COVERAGES

ADDITIONAL INSUREDS

SEE FORM # BPM S AI

SEE BPM S AI - ADDITIONAL INSURED SCHEDULE

HIRED AUTO AND NON-OWNED AUTO LIABILITY

SEE FORM # RD 04 26

LIMIT: HIRED AUTO INCLUDED

LIMIT: NON-OWNED AUTO INCLUDED



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

BUSINESSOWNERS COMMON DECLARATIONS

MAIN STREET AMERICA ASSURANCE COMPANY

4601 TOUCHTON ROAD EAST, SUITE 3400, JACKSONVILLE, FL 32245-6000

Item 1. Named Insured and Mailing Address	Agent Name and Address
BRYAN GOLBERGER & BRIAN KREMER (SEE NAMED INSURED ENDT) 39 N PEARL ST STE 201 ALBANY NY 12207-2745	FRAGOMENI INS & FINANCIAL SVS 3257 ROUTE 9 SARATOGA SPRINGS, NY 12866
	Agent Phone No. (518) 584-4200 Agent No. 310604

Item 2. Policy Period **From:** 05-25-2016 **To:** 05-25-2017
at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Form of Business: PARTNERSHIP

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

COVERAGE	PREMIUM
Section I — Property	\$ 320.00
Section II — Liability	\$ 236.00
Inland Marine	NOT APPLICABLE
 TOTAL PREMIUM	 \$ 556.00
NY FIRE FEE	\$ 1.48
 Total Policy Premium:	 \$ 557.48
For Coverages subject to premium audit: Annual Audit Applies	

Item 5. Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: _____ By: _____
Authorized Representative

THIS BUSINESSOWNERS COMMON DECLARATIONS AND SUPPLEMENTAL DECLARATION(S), TOGETHER WITH SECTION III — COMMON POLICY CONDITIONS, COVERAGE PARTS, COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

BPM D 1 1207

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

SECTION I - PROPERTY - DECLARATIONS

PREMISES NO. 1 BUILDING NO. 1

Occupancy: LAWYERS

Address: 39 N PEARL ST, ALBANY, NY, 12207-2785

COVERAGE	<u>LIMIT</u>	<u>VALUATION</u>	<u>INFLATION GUARD %</u>
CONTENTS \$	36,000	REPLACEMENT COST	0%

DEDUCTIBLES:

CONTENTS	GLASS
\$ 500	\$ 500

Money & Securities: INCLUDING THEFT

Business Income/Extra Expense: INCLUDED

ACTUAL LOSS FOR 12 CONSECUTIVE MONTHS

Business Income "Period of Restoration": IMMEDIATE

Equipment Breakdown Enhancement: INCLUDED

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

OPTIONAL COVERAGES

STATE: NY LOC/BLDG: 1/1

WATER BACKUP AND SUMP OVERFLOW
SEE FORM # BPM 1110

MAIN STREET AMERICA ASSURANCE COMPANY

Policy Number: BPV36568

Named Insured: BRYAN GOLBERGER & BRIAN KREMER
Agent Name: FRAGOMENI INS & FINANCIAL SVS

Effective Date: 05-25-2016
Agent No. 310604

OPTIONAL COVERAGES

LOSS PAYABLE PROVISIONS

SEE FORM # BP 12 03

SEE BPM S LP - LOSS PAYABLE SCHEDULE



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

SCHEDULE OF NAMED INSURED(S)

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured BRYAN GOLBERGER & BRIAN KREMER Effective Date: 05-25-2016

Agent Name FRAGOMENI INS & FINANCIAL SVS Agent No. 310604

THE NAMED INSURED IS AMENDED TO READ:

BRYAN GOLBERGER & BRIAN KREMER

DBA GOLDBERGER & KREMER



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

SCHEDULE OF FORMS AND ENDORSEMENTS

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENI INS & FINANCIAL SVS

Agent No. 310604

COMMON POLICY FORMS AND ENDORSEMENTS

64-8162	01-15	POLICYHOLDER DISCL. NOTICE - TERRORISM
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PROPERTY AND LIABILITY FORMS AND ENDORSEMENTS

64-K306	01-14	IMPORTANT INFORMATION FOR HOLD HARMLESS
BPM D LIAB	12-07	LIABILITY DECLARATIONS
BPM D 1	12-07	BUSINESSOWNERS COMMON DECLARATIONS
BPM D PROP	12-07	PROPERTY DECLARATIONS
NI-SCHED	12-07	SCHEDULE OF NAMED INSURED(S)
BPM S FORMS	12-07	SCHEDULE OF FORMS AND ENDORSEMENTS
BPM S LOC	12-07	SCHEDULE OF LOCATIONS
*BPM N 3	12-07	IDENTITY THEFT RESOLUTION SERVICES
BPM S AI	12-07	ADDITIONAL INSURED SCHEDULE
BPM S LP	12-07	LOSS PAYEE SCHEDULE
*BPM N 1	10-08	QUICK REFERENCE GUIDE-SECTION I-II-III
*BPM P 1	10-08	SECTION I - PROPERTY COVERAGE FORM
*BPM P 2	12-07	SECTION II - LIABILITY COVERAGE FORM
BPM P 3	01-09	SECTION III - COMMON POLICY CONDITIONS
*BPM 1109	12-07	EQUIPMENT BREAKDOWN ENHANCEMENT
BPM 1110	01-09	WATER BACK-UP AND SUMP OVERFLOW
*BPM 2102	12-07	IDENTITY THEFT EXPENSE COVERAGE
*BPM 2104	07-09	NEW YORK CHANGES
*BPM 3100	12-07	NON-CONTRACTORS BLANKET ADDTL INSURED
*BPM 3112	12-07	AMENDMENT-AGGREGATE LIMITS-PER PREMISES
*BPM 3137	04-14	ASBESTOS EXCLUSION
*BPM 5110	12-12	NY - EXCLUSION OF LOSS DUE TO VIRUS-BACT
*BP 01 59	08-08	WATER EXCLUSION ENDORSEMENT
*BP 04 02	01-06	AI-MANAGERS OR LESSORS OF PREMISES
*BP 04 17	07-02	EMPLOYMENT-RELATED PRACTICES EXCLUSION
*BP 04 36	07-07	NEW YORK HIRED AND NONOWNED AUTO LIABILI
*BP 04 54	01-06	NEWLY ACQUIRED ORGANIZATIONS
*BP 04 97.	01-06	WAIVER OF TRANSFER RIGHTS
*BP 05 98	01-06	AMENDMENT-INSURED CONTRACT DEFINITION
*BP 12 03	01-06	LOSS PAYABLE PROVISIONS

POLICYHOLDER NOTICES

60-8182	03-03	IMPORTANT NOTICE TO MILITARY PERSONNEL
BPM N 9	10-09	N.Y. EQUIP. BREAKDOWN NOTICE
64-5960	10-06	PRIVACY NOTICE
60-N180	09-11	MSAA PARTICIPATION CLAUSE

* THESE FORMS ARE PART OF THIS POLICY BUT ARE NOT PRINTED



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

SCHEDULE OF LOCATIONS

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured: BRYAN GOLBERGER & BRIAN KREMER

Effective Date: 05-25-2016

Agent Name: FRAGOMENTI INS & FINANCIAL SVS

Agent No. 310604

Prem. No.	Bldg. No.	Premises Address (Address, City, State, Zip Code)
1	1	39. N PEARL ST, ALBANY, NY, 12207-2785



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPV36568

ADDITIONAL INSURED SCHEDULE

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured	BRYAN GOLBERGER & BRIAN KREMER	Effective Date:	05-25-2016
Agent Name	FRAGOMENI INS & FINANCIAL SVS	Agent No.	310604

**Form
Number**

BP 04 02

Form Title

ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES

MARTINEZ MANAGEMENT LLC & CONLEY REALTY SERVICES
LLC
194 WASHINGTON AVE STE 620
ALBANY, NY 12210-2314

39 N PEARL ST
ALBANY, NY 12207-2785



**THE
MAIN
STREET
AMERICA
GROUP**

Policy Number: BPV36568

LOSS PAYEE SCHEDULE

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured BRYAN GOLBERGER & BRIAN KREMER Effective Date: 05-25-2016

Agent Name FRAGOMENI INS & FINANCIAL SVS Agent No. 310604

Premises No.	Bldg. No.	Loss Payee Name and Mailing Address
		CANON FINANCIAL SERVICES INC 15325 S. E. 20TH PLACE SUITE 100 BELLEVUE, WA 98007 CANON COPIER (LEASED)

BUSINESSOWNERS COVERAGE FORM

SECTION III -- COMMON POLICY CONDITIONS

(APPLICABLE TO SECTION I - PROPERTY,
SECTION II - LIABILITY, AND COMMERCIAL
INLAND MARINE)

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started, and

(b) Have not been contracted for, within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. **Applicable to Businessowners Property Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. **Applicable to Businessowners Liability Coverage:**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises No.	Building No.	Limit Of Insurance
1	1	\$ 10,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. We will pay for physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. The most we will pay for loss or damage caused directly or indirectly for the coverage provided under this endorsement is the Water Back-Up And Sump Overflow Limit of Insurance is indicated in the Schedule or the Declarations.

D. With respect to the coverage provided under this endorsement, the **Water** Exclusion in **Section I – Property** is replaced by the following exclusion:

Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow; or
3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**IMPORTANT NOTICE TO MILITARY PERSONNEL
THIRD PARTY DESIGNEE AVAILABILITY**

If you are an individual who has been called to active military duty, New York law permits you to designate an adult third party to receive duplicate premium notices and copies of other notices issued to you for your insurance policies. You also have the option of suspending coverage without any penalties. Please be advised that with respect to the suspension of automobile coverage, you will need to surrender your registration and plates to the Department of Motor Vehicles.

If you would like to elect a third party designee and you have been called to active military duty, please fully complete the information below and send this entire form to your agent or broker.

You may terminate the third party designation by sending written notification to the designated third party and us.

Policy number(s) for which you elect a Third Party Designee:

Name, address and telephone number of Third Party Designee:

Name _____

Street _____

City _____ State _____ Zip Code _____

Telephone Number including area code _____

Signature of Insured

Date

I accept the designation above, I understand my designation, as a third party shall not constitute acceptance of any liability on my part or the insurer for services provided to the insured. If I decide to terminate my designation, I must send written notification to both the insured and the insurer.

Signature of Third Party Designee

Date

If you have any questions, please contact your agent or broker.

NEW YORK – AVAILABILITY OF EXCLUSION OF EQUIPMENT BREAKDOWN COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

Your Main Line Businessowners Policy automatically includes the Equipment Breakdown Enhancement Endorsement (BPM 1109) at no additional cost to you. This endorsement provides very broad breakdown protection for many types of equipment including but not limited to:

- Heating Equipment and Boilers
- Air Conditioning Equipment
- Refrigeration Equipment
- Electrical Equipment
- Computer Systems

Although we believe this is important protection for businesses of all types and sizes, we are informing you that you may choose to remove this coverage for a premium credit. Before making this choice, we recommend you discuss this with your independent insurance agent for a complete explanation of coverage and premium impacts.

Thank You for trusting the Main Street America Group with your business insurance needs and we look forward to providing our quality products and services in the future.

NGM Insurance Company
Old Dominion Insurance Company
Main Street America Assurance Company
MSA Insurance Company
Grain Dealers Mutual Insurance Company
Great Lakes Casualty Insurance Company
Spring Valley Mutual Insurance Company
Austin Mutual Insurance Company
Main Street America Protection Insurance Company

PRIVACY NOTICE

As your insurer, our objective is to professionally serve your insurance needs. We recognize that in providing these services, we have an obligation to safeguard the personal information you entrust to us as well as other information we may collect as part of the insurance transaction.

This notice describes the privacy practices and standards we adopted to protect and ensure the confidentiality of your non-public personal information. All of our insurance companies listed above adhere to these practices and standards.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your insurance coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing lists companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

THE INFORMATION WE DISCLOSE

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We restrict access to non-public personal information about you or about participants and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information. Our computer systems are also protected by additional measures intended to prevent unauthorized access.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy please contact us as follows:


Main Street America Group
ATT: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

These privacy practices and standards have been put into place to protect your personal information. You will receive a reaffirmation of our privacy practices annually.

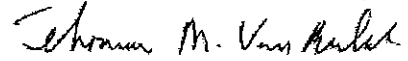
**MAIN STREET AMERICA
ASSURANCE COMPANY**

Main Street America Assurance Company is a stock insurance company with headquarters located at:

4601 Touchton Road East, Suite 3400
Jacksonville, FL



**Bruce R. Foy
Secretary**



**Thomas M. Van Berkel
President**

60-N180 (09/11)



Lawyers Professional Liability Policy Declarations

Agency:
740558

Branch:
912

Policy Number:
425256901

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

NOTICE:

THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

1. NAMED INSURED AND MAILING ADDRESS:

Goldberger & Kremer
39 North Pearl Street
Suite 201
Albany, NY 12207

2. POLICY PERIOD:

Inception: 12/28/2016 Expiration: 12/28/2017
at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000 Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability: Each Claim: \$1,000,000 Aggregate: \$2,000,000

4. DEDUCTIBLES:

Each Claim: \$5,000 Aggregate: \$5,000

5. POLICY PREMIUM:

NY State Bar Association Membership Credit:

\$-228

Annual Premium:

\$4,323.00



Total Amount Due:

\$4,323.00

*Includes CNA Risk Control Credit of
Includes Net Protect Premium, see coverage endorsement if applicable*

\$- 177.00

*The premium for any Extended Claim Reporting Period requested as specified in this policy will be:
75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years
or 250% of the annual premium for an unlimited number of years.*

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Countersignature

Date

Authorized Representative

10/19/2016
Date



GOLDB-2

OP ID: LB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2018

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 have ADDITIONAL INSURED provisions or 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 Fragomeni Insurance & Financial Services, Inc. 3257 Rt 9 Saratoga Springs, NY 12866 David Fragomeni		518-584-4200		CONTACT NAME: David Fragomeni PHONE (A/C, No, Ext): 518-584-4200 FAX (A/C, No): 518-584-8664 E-MAIL ADDRESS: lori@fragomeni-insurance.com	
INSURED Goldberger & Kremer Bryan Goldberger & Brian Kremer 39 North Pearl Street, Ste201 Albany, NY 12207		INSURER(S) AFFORDING COVERAGE INSURER A : National Grange Mutual		NAIC # 226	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER: 1

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BPV36568	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BPV36568	05/25/2018	05/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUV36568	05/25/2018	05/25/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ALSO LISTED AS PRIMARY & NON-CONTRIBUTORY ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

SARATA1 CITY OF SARATOGA SPRINGS OFFICE OF RISK & SAFETY 474 BROADWAY SARATOGA SPRINGS, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David A. Fragomeni</i>
---	--



Lawyers Professional Liability Policy Declarations

Agency:
740558

Branch:
912

Policy Number:
425256901

Insurance is provided by Continental Casualty Company,
151 North Franklin Street Chicago IL 60606
A Stock Insurance Company.

NOTICE:

THIS IS A **CLAIMS MADE** POLICY. EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED HEREIN, THIS POLICY IS LIMITED TO LIABILITY FOR THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR ANY **EXTENDED REPORTING PERIOD** OR ANY SUBSEQUENT RENEWAL. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE UPON TERMINATION OF COVERAGE UNLESS, AND TO THE EXTENT, THE **EXTENDED REPORTING PERIOD** APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118015-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118016-A31 or G-118020-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF UP TO 100% OF THE APPLICABLE DEDUCTIBLE.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118017-A31 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY.

IF SECTION 6 BELOW INDICATES THAT ENDORSEMENT G-118081-A31 or GSL-10552-NY IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE APPLICABLE DEDUCTIBLE.

1. NAMED INSURED AND MAILING ADDRESS:

Goldberger & Kremer
39 North Pearl Street
Suite 201
Albany, NY 12207

2. POLICY PERIOD:

Inception: 12/28/2018

Expiration: 12/28/2019

at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing

Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Each Claim: \$5,000

Aggregate: \$5,000

5. POLICY PREMIUM:

NY State Bar Association Membership Credit:

\$-240

Annual Premium:

\$4,542.00



Total Amount Due:

\$4,542.00

Includes CNA Risk Control Credit of

\$- 389.00

Includes Net Protect Premium, see coverage endorsement if applicable

The premium for any Extended Claim Reporting Period requested as specified in this policy will be:

75% of the annual premium for one year; 175% of the annual premium for 3 years; 225% of the annual premium for 6 years or 250% of the annual premium for an unlimited number of years.

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A31 (Ed. 12/2009), G-118012-A31 (c) (Ed. 04/2010), CNA-77115-NY (Ed. 11/2013), G-118019-A31 (Ed. 01/2010), G-118024-A (Ed. 04/2008), G-118047-A31 (Ed. 04/2010), G-145184-A (Ed. 06/2003), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:

CNA – Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: www.cna.com/claims

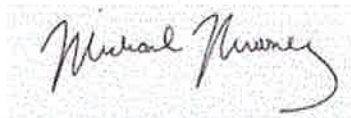
Email: SpecialtyProNewLoss@cna.com

Lawyers Claim Reporting Questions: 800-540-0762

Countersignature

Date

Authorized Representative



Date



Continental Casualty Company
151 North Franklin Street
Chicago, IL -60606

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 425256901

Name of Each Lawyer

Brian S Kremer
Bryan Goldberger



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2018

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 PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY14620	CONTACT NAME:	
	PHONE (877) 287-1312	FAX (888) 443-6112
	(A/C, No, Ext):	
	E-MAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED GOLDBERGER & KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	INSURER A: Property & Casualty Ins Co. of Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG GV5485	01/01/2019	01/01/2020	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER GOLDBERGER AND KREMER 39 N PEARL ST STE 201 ALBANY NY 12207	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>Susan L. Castaneda</i>
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**CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENTS JOURNAL ENTRY PROOF**
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION					
<hr/>										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	413 12/31/2018	123118	123118	BTCO BUA 123118BTCO	1	1			
1	A3021314	54650			COMM FINANCE CONTRACTED SERVICES UTILITIES		312,691.05	3,000.00	315,691.05	
	A	-30-2-1310-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
2	A3031624	54650			CITY HALL CS UTILITIES		20,194.47	3,000.00	23,194.47	
	A	-30-3-1620-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
3	A3031634	54650			DRINK HALL CS UTILITIES		3,478.88	1,000.00	4,478.88	
	A	-30-3-1621-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
4	A3143314	54650			TRAFFIC CONTROL CS UTILITIES		2,546.16	500.00	3,046.16	
	A	-31-4-3310-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
5	A3335654	54650			OFF STREET PARKING CS UTILITIES		8,206.37	500.00	8,706.37	
	A	-33-3-5650-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
6	A3537114	54650			PARK & CASINO CS UTILITIES		26,424.68	3,000.00	29,424.68	
	A	-35-3-7110-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
7	A3031654	54650			CITY GARAGE CS UTILITIES		14,101.77	1,500.00	15,601.77	
	A	-30-3-1623-4-54650	-		COVER YE UTILITY EXPENSES		12/31/2018			
8	A3829999	59010			CONTINGENCY		63,034.83	-12,500.00	50,534.83	
	A	-38-2-9990-9-59010	-		COVER YE UTILITY EXPENSES		12/31/2018			
** JOURNAL TOTAL								0.00		

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2018 12	413									
BUA A3021314-54650						UTILITIES	5		3,000.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		3,000.00	
BUA A3031624-54650						UTILITIES	5		3,000.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		1,000.00	
BUA A3031634-54650						UTILITIES	5		1,000.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		500.00	
BUA A3143314-54650						UTILITIES	5		500.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		500.00	
BUA A3335654-54650						UTILITIES	5		500.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		3,000.00	
BUA A3537114-54650						UTILITIES	5		3,000.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5		1,500.00	
BUA A3031654-54650						UTILITIES	5		1,500.00	
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES	5			
BUA A3829999-59010						CONTINGENCY	5			12,500.00
12/31/2018	123118BTCO	123118	123118BTCO			T COVER YE UTILITY EXPENSES				
						JOURNAL 2018/12/413	TOTAL		.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Christine Gillmett-Brown **

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**CITY OF SARATOGA SPRINGS LIVE
 BUDGET AMENDMENTS JOURNAL ENTRY PROOF**
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	406	12/31/2018	123118	123118BTIN	BUA	123118BTIN	1	1	
1	A3031964	54779			PROPERTY LOSS		PROPERTY LOSS CITY BUILDING	343,242.63	22,449.75	365,692.38
	A	-30-3-1932-4-54779	-				TRANSFER FOR CITY HALL FIRE LO 12/31/2018			
2	A3031914	54773			LIABILITY INSURANCE		LIABILITY INSURANCE	309,665.47	-22,449.75	287,215.72
	A	-30-3-1910-4-54773	-				TRANSFER FOR CITY HALL FIRE LO 12/31/2018			
3	A3769061	58030	3000		HOSPITALIZATION		CITY PORTION SOCIAL SECURITY	126.24	43.00	169.24
	A	-37-6-9060-1-58030	-3000				COVER SOC SEC OPT OUTS	12/31/2018		
4	A3739061	58030			HOSPITALIZATION		CITY PORTION SOCIAL SECURITY	3,350.70	-43.00	3,307.70 B
	A	-37-3-9060-1-58030	-				COVER SOC SEC OPT OUTS	12/31/2018		
5	A3011471	58030			CIVIL SERVICE PERSONAL SERVICE		CITY PORTION SOCIAL SECURITY	4,876.50	181.00	5,057.50
	A	-30-1-1431-1-58030	-				COVER SOC SEC OPT OUTS	12/31/2018		
6	A3729061	58030			HOSPITALIZATION PS		CITY PORTION SOCIAL SECURITY	650.00	.28	650.28
	A	-37-2-9060-1-58030	-				COVER SOC SEC OPT OUTS	12/31/2018		
7	A3011651	58030			CITY PHONE SYSTEM PERS SERVICE		CITY PORTION SOCIAL SECURITY	3,083.26	-181.28	2,901.98
	A	-30-1-1650-1-58030	-				COVER SOC SEC OPT OUTS	12/31/2018		
8	E3577162	52200			CITY CENTER AUTHORITY EQ CAP		OFFICE EQUIPMENT	3,700.00	7,348.84	11,048.84
	E	-35-7-7160-2-52200	-				COVER ANTICIPATED EXPENSES	12/31/2018		
9	E3577164	54778			CITY CENTER AUTHORITY CS		INSURANCE WC DISAB DO LIAB	22,975.00	-4,296.43	18,678.57
	E	-35-7-7160-4-54778	-				COVER ANTICIPATED EXPENSES	12/31/2018		
10	E3577164	54110			CITY CENTER AUTHORITY CS		OFFICE SUPPLIES	3,323.33	125.00	3,448.33
	E	-35-7-7160-4-54110	-				COVER ANTICIPATED EXPENSES	12/31/2018		
11	E3577164	54611			CITY CENTER AUTHORITY CS		BUILDING INSURANCE	55,700.00	-6,190.41	49,509.59
	E	-35-7-7160-4-54611	-				COVER ANTICIPATED EXPENSES	12/31/2018		
12	E3577164	54201			CITY CENTER AUTHORITY CS		BUSINESS EXPENSE/SALES	30,426.50	300.00	30,726.50
	E	-35-7-7160-4-54201	-				COVER ANTICIPATED EXPENSES	12/31/2018		
13	E3577168	58040			CITY CENTER AUTHORITY EB		OTHER EMPLOYEES RETIREMENT SYS	103,816.81	-2,142.00	101,674.81
	E	-35-7-7160-8-58040	-				COVER ANTICIPATED EXPENSES	12/31/2018		
14	E3577164	54610			CITY CENTER AUTHORITY CS		REPAIRS & MAINTENANCE BUILDING	107,667.94	4,350.00	112,017.94
	E	-35-7-7160-4-54610	-				COVER ANTICIPATED EXPENSES	12/31/2018		
15	E3577164	54670			CITY CENTER AUTHORITY CS		PHONES	8,000.00	505.00	8,505.00
	E	-35-7-7160-4-54670	-				COVER ANTICIPATED EXPENSES	12/31/2018		

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2018	12	406	12/31/2018	123118	123118BTIN BUA	123118BTIN	1	1
16	E3577164	54610		CITY CENTER AUTHORITY	CS	REPAIRS & MAINTENANCE BUILDING	107,667.94	
	E	-35-7-7160-4-54610	-			COVER ANTICIPATED EXPENSES	12/31/2018	400.00
								108,067.94
17	E3577164	54110		CITY CENTER AUTHORITY	CS	OFFICE SUPPLIES	3,323.33	
	E	-35-7-7160-4-54110	-			COVER ANTICIPATED EXPENSES	12/31/2018	.25
								3,323.58
18	E3577164	54523		CITY CENTER AUTHORITY	CS	VEHICLE INSURANCE	3,000.00	
	E	-35-7-7160-4-54523	-			COVER ANTICIPATED EXPENSES	12/31/2018	-400.25
								2,599.75
19	A3739068	58014		HOSPITALIZATION		HRA CO PAY REIMBURSMENT	2,500.00	
	A	-37-3-9060-8-58014	-			COVER HRA COPAY REIMB	12/31/2018	25.00
								2,525.00
20	A3749068	58014		HOSPITALIZATION		HRA CO PAY REIMBURSMENT	24,850.00	
	A	-37-4-9060-8-58014	-			COVER HRA COPAY REIMB	12/31/2018	-25.00
								24,825.00 B
						** JOURNAL TOTAL		0.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 12	406								
BUA A3031964-54779	12/31/2018	123118BTIN 123118 123118BTIN				PROPERTY LOSS CITY BUILDING	5	22,449.75	
BUA A3031914-54773	12/31/2018	123118BTIN 123118 123118BTIN				TRANSFER FOR CITY HALL FIRE LO	5		22,449.75
BUA A3769061-58030-3000	12/31/2018	123118BTIN 123118 123118BTIN				LIABILITY INSURANCE	5		
BUA A3739061-58030	12/31/2018	123118BTIN 123118 123118BTIN				TRANSFER FOR CITY HALL FIRE LO	5		
BUA A3011471-58030	12/31/2018	123118BTIN 123118 123118BTIN				CITY PORTION SOCIAL SECURITY	5	43.00	
BUA A3729061-58030	12/31/2018	123118BTIN 123118 123118BTIN				COVER SOC SEC OPT OUTS	5		43.00
BUA A3011651-58030	12/31/2018	123118BTIN 123118 123118BTIN				CITY PORTION SOCIAL SECURITY	5	181.00	
BUA E3577162-52200	12/31/2018	123118BTIN 123118 123118BTIN				COVER SOC SEC OPT OUTS	5	.28	
BUA E3577164-54778	12/31/2018	123118BTIN 123118 123118BTIN				CITY PORTION SOCIAL SECURITY	5		181.28
BUA E3577164-54110	12/31/2018	123118BTIN 123118 123118BTIN				COVER SOC SEC OPT OUTS	5		
BUA E3577164-54611	12/31/2018	123118BTIN 123118 123118BTIN				OFFICE EQUIPMENT	5	7,348.84	
BUA E3577164-54201	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		4,296.43
BUA E3577168-58040	12/31/2018	123118BTIN 123118 123118BTIN				INSURANCE WC DISAB DO LIAB	5		
BUA E3577164-54610	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5	125.00	
BUA E3577164-54670	12/31/2018	123118BTIN 123118 123118BTIN				OFFICE SUPPLIES	5		6,190.41
BUA E3577164-54610	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
BUA E3577164-54110	12/31/2018	123118BTIN 123118 123118BTIN				BUILDING INSURANCE	5		
BUA E3577164-54523	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
BUA A3739068-58014	12/31/2018	123118BTIN 123118 123118BTIN				BUSINESS EXPENSE/SALES	5	300.00	
BUA A3749068-58014	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		2,142.00
	12/31/2018	123118BTIN 123118 123118BTIN				OTHER EMPLOYEES RETIREMENT SYS	5		
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
	12/31/2018	123118BTIN 123118 123118BTIN				REPAIRS & MAINTENANCE BUILDING	5	4,350.00	
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
	12/31/2018	123118BTIN 123118 123118BTIN				PHONES	5	505.00	
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
	12/31/2018	123118BTIN 123118 123118BTIN				REPAIRS & MAINTENANCE BUILDING	5	400.00	
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5	.25	
	12/31/2018	123118BTIN 123118 123118BTIN				OFFICE SUPPLIES	5		
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		400.25
	12/31/2018	123118BTIN 123118 123118BTIN				VEHICLE INSURANCE	5		
	12/31/2018	123118BTIN 123118 123118BTIN				COVER ANTICIPATED EXPENSES	5		
	12/31/2018	123118BTIN 123118 123118BTIN				HRA CO PAY REIMBURSMENT	5	25.00	
	12/31/2018	123118BTIN 123118 123118BTIN				COVER HRA COPAY REIMB	5		25.00
	12/31/2018	123118BTIN 123118 123118BTIN				HRA CO PAY REIMBURSMENT	5		
	12/31/2018	123118BTIN 123118 123118BTIN				COVER HRA COPAY REIMB	5		
JOURNAL 2018/12/406 TOTAL								.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Christine Gillmett-Brown **

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENTS JOURNAL ENTRY PROOF
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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	407	12/31/2018	123118	123118BTPY	BUA	123118BTPY	1	1	
1	A3051411	51960			COMM OF ACCOUNTS PS		OVERTIME	774.00	346.00	1,120.00
	A	-30-5-1410-1-51960	-				COVER PAYOUT OF RESIGNED EMPLO 12/31/2018			
2	A3051411	51302			COMM OF ACCOUNTS PS		SENIOR CLERK (PART TIME)	3,917.00	-346.00	3,571.00
	A	-30-5-1410-1-51302	-				COVER PAYOUT OF RESIGNED EMPLO 12/31/2018			
3	A3031624	54180			CITY HALL CS		OTHER SUPPLIES	5,000.00	500.00	5,500.00
	A	-30-3-1620-4-54180	-				ANTICIPATED EXPENSES 12/31/2018			
4	A3031441	51490			CITY ENGINEER'S OFFICE PS		SR ENGINEERING TECHNICIAN	85,962.00	-500.00	85,462.00
	A	-30-3-1440-1-51490	-				ANTICIPATED EXPENSES 12/31/2018			
5	A3031624	54180			CITY HALL CS		OTHER SUPPLIES	5,000.00	1,000.00	6,000.00
	A	-30-3-1620-4-54180	-				ANTICIPATED EXPENSES 12/31/2018			
6	A3031624	54610			CITY HALL CS		REPAIRS & MAINTENANCE BUILDING	29,571.25	1,000.00	30,571.25
	A	-30-3-1620-4-54610	-				ANTICIPATED EXPENSES 12/31/2018			
7	A3031651	58030			CITY GARAGE PS		CITY PORTION SOCIAL SECURITY	44,800.00	300.00	45,100.00
	A	-30-3-1623-1-58030	-				ANTICIPATED EXPENSES 12/31/2018			
8	A3335111	51964			HIGHWAYS PS		SPECIAL EVENTS	522.75	30.00	552.75
	A	-33-3-5110-1-51964	-				ANTICIPATED EXPENSES 12/31/2018			
9	A3567171	51945	3000		INDOOR RECREATION FACILITY PS	LABORER	PART TIME	6,700.00	250.00	6,950.00
	A	-35-6-7171-1-51945	-3000				ANTICIPATED EXPENSES 12/31/2018			
10	A3567174	54180	3000		INDOOR RECREATION FACILITY CS	OTHER SUPPLIES		3,100.00	1,000.00	4,100.00
	A	-35-6-7171-4-54180	-3000				ANTICIPATED EXPENSES 12/31/2018			
11	A3567174	54180	3000		INDOOR RECREATION FACILITY CS	OTHER SUPPLIES		3,100.00	500.00	3,600.00
	A	-35-6-7171-4-54180	-3000				ANTICIPATED EXPENSES 12/31/2018			
12	A3638564	54180			TREES CS		OTHER SUPPLIES	4,550.00	500.00	5,050.00
	A	-36-3-8560-4-54180	-				ANTICIPATED EXPENSES 12/31/2018			
13	A3638564	54180			TREES CS		OTHER SUPPLIES	4,550.00	700.00	5,250.00
	A	-36-3-8560-4-54180	-				ANTICIPATED EXPENSES 12/31/2018			
14	A3031621	51900			CITY HALL PS		LABORER	145,024.97	-1,000.00	144,024.97
	A	-30-3-1620-1-51900	-				ANTICIPATED EXPENSES 12/31/2018			
15	A3031621	51960			CITY HALL PS		OVERTIME	20,580.73	-1,000.00	19,580.73
	A	-30-3-1620-1-51960	-				ANTICIPATED EXPENSES 12/31/2018			

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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2018	12	407	12/31/2018	123118	123118BTPY	BUA	123118BTPY	1	1	
16	A3335111	58030			HIGHWAYS PS		CITY PORTION SOCIAL SECURITY	48,260.00	-300.00	47,960.00
	A	-33-3-5110-1-58030	-				ANTICIPATED EXPENSES	12/31/2018		
17	A3638191	51960			COMPOST FACILITY PS		OVERTIME	3,000.00	-30.00	2,970.00
	A	-36-3-8185-1-51960	-				ANTICIPATED EXPENSES	12/31/2018		
18	A3567181	51960	3000		VERNON ARENA PS		OVERTIME	1,000.00	-250.00	750.00
	A	-35-6-7180-1-51960	-3000				ANTICIPATED EXPENSES	12/31/2018		
19	A3567141	51900	3000		RECREATION EXPENSES PS		LABORER	337,880.94	-1,000.00	336,880.94
	A	-35-6-7140-1-51900	-3000				ANTICIPATED EXPENSES	12/31/2018		
20	A3567141	51960	3000		RECREATION EXPENSES PS		OVERTIME	22,000.00	-500.00	21,500.00
	A	-35-6-7140-1-51960	-3000				ANTICIPATED EXPENSES	12/31/2018		
21	A3638561	51960			TREES PS		OVERTIME	14,000.00	-500.00	13,500.00
	A	-36-3-8560-1-51960	-				ANTICIPATED EXPENSES	12/31/2018		
22	A3638191	51960			COMPOST FACILITY PS		OVERTIME	3,000.00	-700.00	2,300.00
	A	-36-3-8185-1-51960	-				ANTICIPATED EXPENSES	12/31/2018		
23	A3618681	51272			PLANNING AND ECON DEVELOP PS		SECRETARY TO PB ZBA DRC	15,000.00	1,000.00	16,000.00
	A	-36-1-8687-1-51272	-				ANTICIPATED EXPENSES	12/31/2018		
24	A3113622	52400			BUILDING DEPARTMENT EQ CAP		VEHICLES	16,000.00	-200.00	15,800.00
	A	-31-1-3620-2-52400	-				ANTICIPATED EXPENSES	12/31/2018		
25	A3011212	52200			MAYOR EQUIPMENT AND CAPITAL		OFFICE EQUIPMENT	537.50	-500.00	37.50
	A	-30-1-1210-2-52200	-				ANTICIPATED EXPENSES	12/31/2018		
26	A3011214	54720			MAYOR CONTRACTED SERVICES		SERVICE CONTRACTS - PROF SERV	50,500.00	-300.00	50,200.00
	A	-30-1-1210-4-54720	-				ANTICIPATED EXPENSES	12/31/2018		
27	A3567324	54781			BOYS BASKETBALL CS		SUPERVISION	12,200.00	1,800.00	14,000.00
	A	-35-6-7320-4-54781	-				ANTICIPATED EXPENSES	12/31/2018		
28	A3567321	51581			BOYS BASKETBALL		SUPERVISION	5,907.91	1,000.00	6,907.91
	A	-35-6-7320-1-51581	-				ANTICIPATED EXPENSES	12/31/2018		
29	A3567334	54170			GIRLS BASKETBALL CS		SPORTS SUPPLIES	2,138.91	-1,800.00	338.91
	A	-35-6-7330-4-54170	-				ANTICIPATED EXPENSES	12/31/2018		
30	A3567324	54170			BOYS BASKETBALL CS		SPORTS SUPPLIES	9,997.20	-1,000.00	8,997.20
	A	-35-6-7320-4-54170	-				ANTICIPATED EXPENSES	12/31/2018		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2018	12	407	12/31/2018	123118	123118BTPY BUA	123118BTPY	1	1	
31	A3143411	51780			FIRE DEPARTMENT PS	FIREFIGHTERS QUALITY CONTTROL	2,000.00	.20	2,000.20
	A	-31-4-3410-1-51780	-			COVER LAST PAYROLL	12/31/2018		
32	A3143411	51060			FIRE DEPARTMENT PS	ASSISTANT FIRE CHIEF	114,288.00	-.20	114,287.80
	A	-31-4-3410-1-51060	-			COVER LAST PAYROLL	12/31/2018		
33	A3031441	51490			CITY ENGINEER'S OFFICE PS	SR ENGINEERING TECHNICIAN	85,962.00	638.21	86,600.21
	A	-30-3-1440-1-51490	-			COVER LAST PAYROLL	12/31/2018		
34	A3335011	51900			STREETS PS	LABORER	1,388,181.28	-638.21	1,387,543.07
	A	-33-3-5010-1-51900	-			COVER LAST PAYROLL	12/31/2018		
								** JOURNAL TOTAL	0.00

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2018 12	407								
BUA A3051411-51960	12/31/2018	123118BTPY	123118	123118BTPY		OVERTIME	5	346.00	
BUA A3051411-51302	12/31/2018	123118BTPY	123118	123118BTPY		COVER PAYOUT OF RESIGNED EMPLO	5		346.00
BUA A3031624-54180	12/31/2018	123118BTPY	123118	123118BTPY		SENIOR CLERK (PART TIME)	5		
BUA A3031441-51490	12/31/2018	123118BTPY	123118	123118BTPY		COVER PAYOUT OF RESIGNED EMPLO	5		
BUA A3031624-54180	12/31/2018	123118BTPY	123118	123118BTPY		OTHER SUPPLIES	5	500.00	
BUA A3031441-51490	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3031624-54180	12/31/2018	123118BTPY	123118	123118BTPY		SR ENGINEERING TECHNICIAN	5		500.00
BUA A3031624-54610	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3031651-58030	12/31/2018	123118BTPY	123118	123118BTPY		OTHER SUPPLIES	5	1,000.00	
BUA A3335111-51964	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5	1,000.00	
BUA A3567171-51945-3000	12/31/2018	123118BTPY	123118	123118BTPY		REPAIRS & MAINTENANCE BUILDING	5		
BUA A3567174-54180-3000	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3567174-54180-3000	12/31/2018	123118BTPY	123118	123118BTPY		CITY PORTION SOCIAL SECURITY	5	300.00	
BUA A3567174-54180-3000	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3638564-54180	12/31/2018	123118BTPY	123118	123118BTPY		SPECIAL EVENTS	5	30.00	
BUA A3638564-54180	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3031621-51900	12/31/2018	123118BTPY	123118	123118BTPY		LABORER PART TIME	5	250.00	
BUA A3031621-51960	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3335111-58030	12/31/2018	123118BTPY	123118	123118BTPY		OTHER SUPPLIES	5	1,000.00	
BUA A3638191-51960	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3567181-51960-3000	12/31/2018	123118BTPY	123118	123118BTPY		OTHER SUPPLIES	5	500.00	
BUA A3567141-51900-3000	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3567141-51960-3000	12/31/2018	123118BTPY	123118	123118BTPY		OTHER SUPPLIES	5	500.00	
BUA A3638561-51960	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3638191-51960	12/31/2018	123118BTPY	123118	123118BTPY		LABORER	5		1,000.00
BUA A3618681-51272	12/31/2018	123118BTPY	123118	123118BTPY		ANTICIPATED EXPENSES	5		
BUA A3113622-52400	12/31/2018	123118BTPY	123118	123118BTPY		OVERTIME	5		1,000.00
						ANTICIPATED EXPENSES	5		
						CITY PORTION SOCIAL SECURITY	5		300.00
						ANTICIPATED EXPENSES	5		
						OVERTIME	5		30.00
						ANTICIPATED EXPENSES	5		
						OVERTIME	5		250.00
						ANTICIPATED EXPENSES	5		
						LABORER	5		1,000.00
						ANTICIPATED EXPENSES	5		
						OVERTIME	5		500.00
						ANTICIPATED EXPENSES	5		
						OVERTIME	5		500.00
						ANTICIPATED EXPENSES	5		
						OVERTIME	5		700.00
						ANTICIPATED EXPENSES	5		
						SECRETARY TO PB ZBA DRC	5	1,000.00	
						ANTICIPATED EXPENSES	5		
						VEHICLES	5		200.00

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA A3011212-52200	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES OFFICE EQUIPMENT	5		500.00
BUA A3011214-54720	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES SERVICE CONTRACTS - PROF SERV	5		300.00
BUA A3567324-54781	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES SUPERVISION	5	1,800.00	
BUA A3567321-51581	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES SUPERVISION	5	1,000.00	
BUA A3567334-54170	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES SPORTS SUPPLIES	5		1,800.00
BUA A3567324-54170	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES SPORTS SUPPLIES	5		1,000.00
BUA A3143411-51780	12/31/2018	123118BTPY	123118	123118BTPY		T ANTICIPATED EXPENSES FIREFIGHTERS QUALITY CONTTROL	5	.20	
BUA A3143411-51060	12/31/2018	123118BTPY	123118	123118BTPY		T COVER LAST PAYROLL ASSISTANT FIRE CHIEF	5		.20
BUA A3031441-51490	12/31/2018	123118BTPY	123118	123118BTPY		T COVER LAST PAYROLL SR ENGINEERING TECHNICIAN	5	638.21	
BUA A3335011-51900	12/31/2018	123118BTPY	123118	123118BTPY		T COVER LAST PAYROLL LABORER	5		638.21
	12/31/2018	123118BTPY	123118	123118BTPY		T COVER LAST PAYROLL			
JOURNAL 2018/12/407 TOTAL								.00	.00

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL					.00	.00

** END OF REPORT - Generated by Christine Gillmett-Brown **



City of Saratoga Springs, NY Contract

City Project Number: n/a City Project Name: Professional Engineering and Architectural Services for City Hall
City Department: Public Works Department Contact Person: Tim Wales City Ext. 2621
Company Name: Clark Patterson Lee
Company Address: 30 Century Hill Dr, Suite 104, Latham, NY 12110
Company Telephone No.: 518-463-4107 Company Fax No.: _____
Vendor and/or Service Provider Primary Contact: Matthew Smullen Title: Principal
Primary Contact Email: smullen@clarkpatterson.com
Service to be Provided: Professional Engineering and Architectural Services for City Hall
Remit Name (If different from above): _____
Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Professional Engineering and Architectural Services for the Evaluation and Restoration of City Hall, the Vendor and/or Service Provider submitted proposals dated 8/21/18 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 8/21/19. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$32,000 for Task Order One as described in the 8/21/18 Proposal, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Matthew Smullen. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Room 7, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: Matthew Smullen
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. For projects whose total value is between Zero and \$100,000:

- **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:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects whose total value is between \$100,000 and \$500,000:

- **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:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. For projects whose total value is between \$500,000 and \$1,000,000:

- **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; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

D. For projects involving the provision of professional services:

- **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:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. 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.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
- 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;
 - 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
 - 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

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

Vendor and/or Service Provider Signature: Matthew T. Smullen Date: 12/24/2018

Print Name: Matthew T. Smullen Title: Principal

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

August 21, 2018

Timothy W. Wales, P.E.
City Engineer
City of Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866

RE: Task Order Proposal Request - Evaluation and Restoration of City Hall Following Fire and Water Damage Event on August 17, 2018

Dear Tim:

Based on our conversations and meeting at City Hall, we are prepared to work with the City to provide Professional Engineering and Architectural Services as required to restore City Hall following the fire and water damage that occurred last week.

The following presents our recommended Scope of Work for the project. The scope includes the design work related to the restoration of the existing building as necessary, and in compliance with applicable code requirements. The project is generally described as follows:

- The original City Hall building is comprised of three main floors, plus a ground level floor, with a total area of roughly 68,000 square feet.
- A recent lightning strike caused a small fire in the attic space above the music hall on the third floor. Smoke, fire and water damage to the building as a result of the fire and fire suppression operations was minimal. However, the lightning strike created a hole in a roof drain pipe which caused a significant amount of rainwater from the roof to enter the building.
- It is anticipated that restoration work will be required throughout 60 to 70 percent of the building.

Scope of Work

Task 1 – Data Collection and Schematic Design

CPL will begin the project by reviewing the existing conditions and assessing the project needs. CPL will review existing record information, conduct interviews with key persons, review testing results, and field measure the building as required with the intent of understanding the project needs.

The Schematic Design phase will include evaluation of the project needs; schematic floor plan generation, review and confirmation; code and agency review; mechanical, electrical and plumbing review; generation of schematic level plans and wall sections; and budget/schedule



review.

CPL will review the schematic plans with the City, taking into consideration any modifications to the existing floor plan that will be required to meet the City's needs and/or current code requirements. Plan layout will be prepared showing space allocations, and the areas in need of restoration will be specified.

Task 2 – Design Development

The Design Development Phase will refine the selection of the most appropriate restoration details as required for the project. This phase is necessary to the evaluation of all building needs before final plan development.

Room by room information will be generated. Specific features will be determined, such as case work, ceiling types, and floor finishes. Interior elevations will be generated as necessary to indicate what special needs may be related to any given space.

The project will be further defined with generation of outline specifications, equipment/material product cut sheets, door schedule, room finish schedule, and a more extensive drawing generation from schematic phase. Drawings to include:

- Floor plans, reflected ceiling plans, wall sections, and details as appropriate.
- Mechanical, electrical and plumbing details as required.

CPL will provide recommendations to the City regarding packaging of the work scope for bidding. CPL will also update and refine the construction schedule and update the cost estimate for each Design Development submission.

Task 3 – Construction Documents

CPL will develop a full set of Construction Documents from the approved design development package, incorporating any changes or modifications established from Design Development review meetings. The Construction Documents are the actual plans and specifications that contractors will utilize in submitting bids for the work. The document package includes:

- Design Drawings and Details
- Technical Specifications
- Front End Documents
- Wage Rate Information

CPL will work with the City on the content of specifications, including requirements for bidding, insurance, identification of alternates, and temporary facilities and controls. CPL will discuss with the City the requirements for construction staging and maintaining operations within City Hall during construction. Discussions on specifications will include contractual requirements, general conditions, supplementary conditions, and bidding requirements.

Task 4 – Bidding & Award

CPL will issue 100% completion submission sets to the City for review, prior to authorization for



Bid Document Package preparation.

CPL will assist the City with a pre-bid conference with all contractor-bidders at which time questions regarding bid procedures, etc. will be addressed. CPL will be available during the bid process to respond to questions and issue addenda providing all bidders with equal information.

CPL will attend the opening of bids, prepare the Bid Tabulation, and compare the Construction Estimate with all provided Contractor Bids. CPL will review the bids for errors and completeness. CPL will attend post-bid meetings scheduled by the City with apparent low bidders and assist in the follow up with references given by Contractors for work quality, timely project completion, and budget management. CPL will provide a letter to the City for recommendations on award of Contracts.

Finally, we will assist the City in preparing contracts between the City and the successful low bidders, making sure the City receives complete packages of contracts, performance bonds, and insurance certificates.

Task 5 – Construction Administration

CPL will provide support to the City from the commencement of construction to the punch list work completion.

CPL will provide Construction Administration Services including attendance at weekly construction project meetings, reviewing contractor material and shop drawing submittals, approval of Contractors' payment vouchers, and reviewing of work in progress. CPL will review all change order proposals and respond to all Request for Information documents from Contractors.

CPL will be part of the closeout process by preparing punch lists, reviewing all operating and maintenance manuals, reviewing warranty information, and reviewing all Contractor project completion forms and financial paperwork. The Contractors will prepare red line drawings which will be submitted for review, and then submitted to CPL to create the as-built drawings.

Fee Proposal

CPL is prepared to begin working on this project immediately. We will provide the Scope of Work described as Tasks 1 through 5 in accordance with the Hourly Billing Rates shown in our existing Designated Engineer Agreement with the City. Based on the information that we have gathered thus far, our **Estimated Not to Exceed Fee for Task 1 is \$32,000.**

Once the extent of the damage and restoration requirements are further defined, we will be able to develop fee estimates for Tasks 1 through 5.

We are prepared to begin work on Task 1 as soon as authorized to proceed.

Assumptions:

- Project is a SEQRA Type II Action.
- Exterior restoration, including building envelope and roofing will not be required.



- Work Scope Excludes:
 - Generation of colored renderings
 - Hazardous Material Testing
 - Hazard Abatement Design
 - Special Inspections
 - Geotechnical Services

We are pleased to be in position to assist the City of Saratoga Springs in this endeavor. Please contact me directly should you have any questions or require additional information.

Very truly yours,

CPL

A handwritten signature in blue ink that reads "Matthew T. Smullen".

Matthew Smullen, P.E.
Principal

Acceptance By

Signature: _____
City of Saratoga Springs

Date: _____



CITY OF SARATOGA SPRINGS

OFFICE OF CITY ENGINEER CITY HALL

474 Broadway, Room 10
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-580-9480
www.saratoga-springs.org

TIMOTHY W WALES, P.E.
CITY ENGINEER

DEBORAH M LABRECHE, P.E.
ASSISTANT CITY ENGINEER

KARI DONOHUE
ADMINISTRATIVE ASSISTANT

August 20, 2018

Mr. Matthew Smullen, PE
Principal
Clark Patterson Lee
30 Century Hill Drive, Suite 104
Latham, NY 12110

Re: Emergency Task Order #1 - Designated Engineer Services
Engineering and Architectural Services for the Evaluation of City Hall conditions,
Recommendations, Development of Remedial Plans and associated services in
response to City Hall Fire and Water Damage

Dear Matt:

Based on our Conversation and Meeting of August 20, 2018 with myself, DPW commissioner Scirocco, and DPW Business Manager Mike Veitch, you are issued this Emergency Task Order to assist the City with Professional Engineering and Architectural Services in response to the Fire at City Hall on August 17, 2018. The Scope of Services will be developed once you examine the building, assess the damage and determine the best course of action to restore the building to conditions acceptable for operation. There is no dollar limit currently for this Task Order based on the Emergency Conditions and requirements for your services, however, once your Scope of Work is known, it is expected that you will submit a Proposal and estimate for your services to the City. Until that time, you may Bill the City based on the Billing Rate Schedule approved with your existing Designated Engineer Agreement with the City. As discussed today, we expect that you can begin working on this Project and provide Services to the City Immediately.

If you have any questions or comments, please don't hesitate to contact me at (518) 587-3550 ext. 2621.

Sincerely,

Timothy W. Wales, P.E.
City Engineer

cc: Comm. Scirocco
M. Veitch



CLARPAT-01

JSADLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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 have ADDITIONAL INSURED provisions or 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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company of CT	25682
INSURED Clark Patterson Engineers, Surveyor and Architects, DPC DBA Clark Patterson Lee 205 St. Paul St., Suite 500 Rochester, NY 14604-1187	INSURER B : Travelers Indemnity Co. of America	25666
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E :	
	INSURER F :	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6800J64320A	4/22/2018	4/22/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA0557M158	4/22/2018	4/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP4E958611	4/22/2018	4/22/2019	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							Follows Form \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB3K072133	4/22/2018	4/22/2019	<input checked="" type="checkbox"/> PER STATUTE <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
A	Equipment Floater			6800J64320A	4/22/2018	4/22/2019	Rented Equipment 133,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder, its officers, or its employees, if any are named as additional insureds on a primary and non-contributory basis

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CLARK-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/27/2018

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 have ADDITIONAL INSURED provisions or 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 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		585-385-0428 CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL Specialty Insurance Company	
		NAIC # 37885	
INSURED Clark Patterson Engineers, Surveyors, Architects & Landscape Architect, D.P.C. Clark Patterson Lee 205 St Paul Street Rochester, NY 14604		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			DPR9934392 DEDUCTIBLE \$200,000	12/15/2018	12/15/2019	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

SARAT-5 City of Saratoga Springs Attn: Marilyn Rivers City Hall, 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Certification of Sufficient Funds

Submittal Date: 12/28/2018

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

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

- Vendor: Clark Patterson Lee
- Project: Professional Engineering and Architectural Services for the Evaluation and Restoration of City Hall (struck by lightning, damaged by water and fire on 08/17/18)
- City Council Approval: 12/31/18 City Council Meeting
- Contract documents and insurance attached

Appropriation – Current Budget Expense ✓

Org/Object/Proj(s): H3031492:52000:1141 ✓

Amount Requested for Approval: \$ 32,000.00 ✓

Current Amount Available: \$ Funds to be released from PO #180882 ✓

Transfer/Amendment Pending: \$

Transfer/Amendment Date: _____



Department Head Signature

12/28/18

Date

Certification of Sufficient Funds

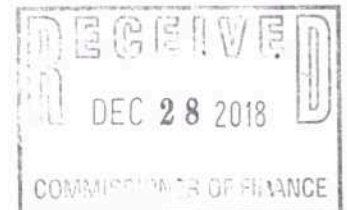
The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.



Commissioner of Finance

12/28/18

Approval Date





City of Saratoga Springs, NY Contract

City Project Number: n/a City Project Name: Professional Engineering and Architectural Services for City Hall
 City Department: Public Works Department Contact Person: Tim Wales City Ext. 2621
 Company Name: Clark Patterson Lee
 Company Address: 30 Century Hill Dr. Suite 104, Latham, NY 12110
 Company Telephone No.: 518-463-4107 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Matthew Smullen Title: Principal
 Primary Contact Email: smullen@clarkpatterson.com
 Service to be Provided: Professional Engineering and Architectural Services for City Hall
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Professional Engineering and Architectural Services for the Evaluation and Restoration of City Hall, the Vendor and/or Service Provider submitted proposals dated 8/21/18 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 8/21/19. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$32,000 for Task Order One as described in the 8/21/18 Proposal, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Works is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Matthew Smullen. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Public Works, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Room 7, Saratoga Springs, NY 12866
To Vendor and/or Service Provider: Matthew Smullen
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. ~~For projects whose total value is between Zero and \$100,000:~~

- ~~• **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:** One Million Dollars per Occurrence Aggregate; AND~~
- ~~• **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

B. ~~For projects whose total value is between \$100,000 and \$500,000:~~

- ~~• **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:** Three Million Dollars per Occurrence Aggregate; AND~~
- ~~• **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

C. ~~For projects whose total value is between \$500,000 and \$1,000,000:~~

- ~~• **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; AND~~
- ~~• **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.~~

D. For projects involving the provision of **professional services:**

- **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:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
 - a. 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;
 - b. 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
 - c. 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

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

Vendor and/or Service Provider Signature: Matthew T. Smullen Date: 12/24/2018

Print Name: Matthew T. Smullen Title: Principal

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

August 21, 2018

Timothy W. Wales, P.E.
City Engineer
City of Saratoga Springs City Hall
474 Broadway
Saratoga Springs, NY 12866

RE: Task Order Proposal Request - Evaluation and Restoration of City Hall Following Fire and Water Damage Event on August 17, 2018

Dear Tim:

Based on our conversations and meeting at City Hall, we are prepared to work with the City to provide Professional Engineering and Architectural Services as required to restore City Hall following the fire and water damage that occurred last week.

The following presents our recommended Scope of Work for the project. The scope includes the design work related to the restoration of the existing building as necessary, and in compliance with applicable code requirements. The project is generally described as follows:

- The original City Hall building is comprised of three main floors, plus a ground level floor, with a total area of roughly 68,000 square feet.
- A recent lightning strike caused a small fire in the attic space above the music hall on the third floor. Smoke, fire and water damage to the building as a result of the fire and fire suppression operations was minimal. However, the lightning strike created a hole in a roof drain pipe which caused a significant amount of rainwater from the roof to enter the building.
- It is anticipated that restoration work will be required throughout 60 to 70 percent of the building.

Scope of Work

Task 1 – Data Collection and Schematic Design

CPL will begin the project by reviewing the existing conditions and assessing the project needs. CPL will review existing record information, conduct interviews with key persons, review testing results, and field measure the building as required with the intent of understanding the project needs.

The Schematic Design phase will include evaluation of the project needs; schematic floor plan generation, review and confirmation; code and agency review; mechanical, electrical and plumbing review; generation of schematic level plans and wall sections; and budget/schedule



review.

CPL will review the schematic plans with the City, taking into consideration any modifications to the existing floor plan that will be required to meet the City's needs and/or current code requirements. Plan layout will be prepared showing space allocations, and the areas in need of restoration will be specified.

Task 2 – Design Development

The Design Development Phase will refine the selection of the most appropriate restoration details as required for the project. This phase is necessary to the evaluation of all building needs before final plan development.

Room by room information will be generated. Specific features will be determined, such as case work, ceiling types, and floor finishes. Interior elevations will be generated as necessary to indicate what special needs may be related to any given space.

The project will be further defined with generation of outline specifications, equipment/material product cut sheets, door schedule, room finish schedule, and a more extensive drawing generation from schematic phase. Drawings to include:

- Floor plans, reflected ceiling plans, wall sections, and details as appropriate.
- Mechanical, electrical and plumbing details as required.

CPL will provide recommendations to the City regarding packaging of the work scope for bidding. CPL will also update and refine the construction schedule and update the cost estimate for each Design Development submission.

Task 3 – Construction Documents

CPL will develop a full set of Construction Documents from the approved design development package, incorporating any changes or modifications established from Design Development review meetings. The Construction Documents are the actual plans and specifications that contractors will utilize in submitting bids for the work. The document package includes:

- Design Drawings and Details
- Technical Specifications
- Front End Documents
- Wage Rate Information

CPL will work with the City on the content of specifications, including requirements for bidding, insurance, identification of alternates, and temporary facilities and controls. CPL will discuss with the City the requirements for construction staging and maintaining operations within City Hall during construction. Discussions on specifications will include contractual requirements, general conditions, supplementary conditions, and bidding requirements.

Task 4 – Bidding & Award

CPL will issue 100% completion submission sets to the City for review, prior to authorization for



Bid Document Package preparation.

CPL will assist the City with a pre-bid conference with all contractor-bidders at which time questions regarding bid procedures, etc. will be addressed. CPL will be available during the bid process to respond to questions and issue addenda providing all bidders with equal information.

CPL will attend the opening of bids, prepare the Bid Tabulation, and compare the Construction Estimate with all provided Contractor Bids. CPL will review the bids for errors and completeness. CPL will attend post-bid meetings scheduled by the City with apparent low bidders and assist in the follow up with references given by Contractors for work quality, timely project completion, and budget management. CPL will provide a letter to the City for recommendations on award of Contracts.

Finally, we will assist the City in preparing contracts between the City and the successful low bidders, making sure the City receives complete packages of contracts, performance bonds, and insurance certificates.

Task 5 – Construction Administration

CPL will provide support to the City from the commencement of construction to the punch list work completion.

CPL will provide Construction Administration Services including attendance at weekly construction project meetings, reviewing contractor material and shop drawing submittals, approval of Contractors' payment vouchers, and reviewing of work in progress. CPL will review all change order proposals and respond to all Request for Information documents from Contractors.

CPL will be part of the closeout process by preparing punch lists, reviewing all operating and maintenance manuals, reviewing warranty information, and reviewing all Contractor project completion forms and financial paperwork. The Contractors will prepare red line drawings which will be submitted for review, and then submitted to CPL to create the as-built drawings.

Fee Proposal

CPL is prepared to begin working on this project immediately. We will provide the Scope of Work described as Tasks 1 through 5 in accordance with the Hourly Billing Rates shown in our existing Designated Engineer Agreement with the City. Based on the information that we have gathered thus far, our **Estimated Not to Exceed Fee for Task 1 is \$32,000.**

Once the extent of the damage and restoration requirements are further defined, we will be able to develop fee estimates for Tasks 1 through 5.

We are prepared to begin work on Task 1 as soon as authorized to proceed.

Assumptions:

- Project is a SEQRA Type II Action.
- Exterior restoration, including building envelope and roofing will not be required.



Timothy W. Wales, P.E.
City of Saratoga Springs
August 21, 2018
Page 4 of 4

- Work Scope Excludes:
 - Generation of colored renderings
 - Hazardous Material Testing
 - Hazard Abatement Design
 - Special Inspections
 - Geotechnical Services

We are pleased to be in position to assist the City of Saratoga Springs in this endeavor. Please contact me directly should you have any questions or require additional information.

Very truly yours,

CPL

A handwritten signature in cursive script that reads "Matthew T. Smullen".

Matthew Smullen, P.E.
Principal

Acceptance By

Signature: _____
City of Saratoga Springs

Date: _____



CITY OF SARATOGA SPRINGS

OFFICE OF CITY ENGINEER
CITY HALL

474 Broadway, Room 10
Saratoga Springs, New York 12863

Telephone 518-587-3550

Fax 518-580-9480

www.saratoga-springs.org

TIMOTHY W. WALES, P.E.
CITY ENGINEER

DEBORAH M. LABUCHE, P.E.
ASSISTANT CITY ENGINEER

KARI DONOHUE
ADMINISTRATIVE ASSISTANT

August 20, 2018

Mr. Matthew Smullen, PE
Principal
Clark Patterson Lee
30 Century Hill Drive, Suite 104
Latham, NY 12110

Re: Emergency Task Order #1 - Designated Engineer Services
Engineering and Architectural Services for the Evaluation of City Hall conditions,
Recommendations, Development of Remedial Plans and associated services in
response to City Hall Fire and Water Damage

Dear Matt:

Based on our Conversation and Meeting of August 20, 2018 with myself, DPW commissioner Scirocco, and DPW Business Manager Mike Veitch, you are issued this Emergency Task Order to assist the City with Professional Engineering and Architectural Services in response to the Fire at City Hall on August 17, 2018. The Scope of Services will be developed once you examine the building, assess the damage and determine the best course of action to restore the building to conditions acceptable for operation. There is no dollar limit currently for this Task Order based on the Emergency Conditions and requirements for your services, however, once your Scope of Work is known, it is expected that you will submit a Proposal and estimate for your services to the City. Until that time, you may Bill the City based on the Billing Rate Schedule approved with your existing Designated Engineer Agreement with the City. As discussed today, we expect that you can begin working on this Project and provide Services to the City immediately.

If you have any questions or comments, please don't hesitate to contact me at (518) 587-3550 ext. 2621.

Sincerely,

Timothy W. Wales, P.E.
City Engineer

cc: Comm. Scirocco
M. Veitch



CLARPAT-01

JSADLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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 have ADDITIONAL INSURED provisions or 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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604		CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): (585) 340-1714 E-MAIL ADDRESS: reception@paris-kirwan.com		
INSURED Clark Patterson Engineers, Surveyor and Architects, DPC DBA Clark Patterson Lee 205 St. Paul St., Suite 500 Rochester, NY 14604-1187		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Indemnity Company of CT		25682
		INSURER B : Travelers Indemnity Co. of America		25666
		INSURER C : Travelers Indemnity Company		25658
		INSURER D : Charter Oak Fire Insurance Company		25615
		INSURER E :		
INSURER F :				

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	6800J64320A	4/22/2018	4/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	BA0557M158	4/22/2018	4/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	CUP4E958611	4/22/2018	4/22/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follows Form \$
D	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 <input checked="" type="checkbox"/> N / A		UB3K072133	4/22/2018	4/22/2019	<input checked="" type="checkbox"/> PER STATUTE <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
A	Equipment Floater		6800J64320A	4/22/2018	4/22/2019	Rented Equipment 133,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder, its officers, or its employees, if any are named as additional insureds on a primary and non-contributory basis

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE



CLARK-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

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 have ADDITIONAL INSURED provisions or 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 585-385-0428 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com		
INSURED Clark Patterson Engineers, Surveyors, Architects & Landscape Architect, D.P.C. Clark Patterson Lee 205 St Paul Street Rochester, NY 14604		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL Specialty Insurance Company		37885
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability Pollution Liability			DPR9934392 DEDUCTIBLE \$200,000	12/15/2018	12/15/2019	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

SARAT-5 City of Saratoga Springs Attn: Marilyn Rivers City Hall, 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Saratoga Springs, NY Vendor and/or Service Provider Agreement

City Project Number: NA City Project Name: NA
 City Department: Public Safety Fire Department Department Contact Person: Robert Williams, Chief City Ext. 3012
 Company Name: WATKINS SPRING CO., INC
 Company Address: 388 CENTRAL AVENUE, ALBANY, NY 12206
 Company Telephone No.: 518-483-4241 Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: Tom Kingston Title: _____
 Primary Contact Email: watkinspring@yahoo.com
 Service to be Provided: Bear Alignment & Brake Service
 Remit Name (if different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **Spring Repair for E562**, the Vendor and/or Service Provider submitted proposals dated **12/8/18** (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed ~~\$3122-28~~, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.

\$ 3265.21 PL
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of Public Safety is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **Tom Kingston**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of Public Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 To Vendor and/or Service Provider: **Watkins Spring Co., Inc, 388 Central Avenue, Albany, NY 12206**
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

For projects whose total value is between Zero and \$100,000:

- 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: One Million Dollars per Occurrence Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. 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.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **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.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
 - a. 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;
 - b. 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
 - c. 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).

18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:** This Agreement shall constitute the Agreement of the parties.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

Vendor and/or Service Provider Signature: *Raigen Lynch* Date: 12/21/18
Print Name: Raigen Lynch Title: Business Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2018

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 have ADDITIONAL INSURED provisions or 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 Avid Insurance Agency, Inc. 425 New Karner Road Albany NY 12205		CONTACT NAME: PHONE (A/C No. Ext): (518) 869-8108 E-MAIL: pmccarthy@avidins.com ADDRESS: pmccarthy@avidins.com	
INSURED Watkins Spring Company Inc 368 Central Ave Albany NY 12206-2313		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual/Standard INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20230	

COVERAGES

CERTIFICATE NUMBER: CL1810100042

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CLP 8872445	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Vehicle Service Plus \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY		BAP 8872438	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 OCCUR CLAIMS-MADE		CXS 8872460	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PER STATUTE OTHER
	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 <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Subject to the conditions and exclusions of the policy.

City of Saratoga Springs is named as an additional insured as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs 474 Broadway Saratoga Springs NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DECLARATIONS - BUSINESS AUTO POLICY (continued)

NAMED INSURED
WATKINS SPRING COMPANY INC

POLICY NUMBER
BAP 8872436 19

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (continued)

COVERED AUTOS*	COVERAGES	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
2 10	LIABILITY****	\$1,000,000	\$2,889.00
2 10	AUTO MEDICAL PAYMENTS	\$5,000	\$9.00
5 10	PERSONAL INJURY PROTECTION		\$129.00
	LIMITS SEPARATELY STATED IN EACH PIP ENDORSEMENT MINUS NO DEDUCTIBLE		
5 10	ADDITIONAL PERSONAL INJURY PROTECTION	\$50,000	\$54.00
	LIMITS SEPARATELY STATED IN EACH ADDL PIP ENDORSEMENT		
	AGGREGATE NO-FAULT BENEFITS AVAILABLE:	\$100,000	INCL
	MAXIMUM MONTHLY WORK LOSS	\$3,000	
	DEATH BENEFIT	\$2,000	
	OTHER NECESSARY EXPENSES (PER DAY)	\$50	
6 10	UNINSURED MOTORISTS	\$1,000,000	\$393.00
7	COMPREHENSIVE	**	\$269.00
7	COLLISION	**	\$565.00
TOTAL			\$4,308.00
MISCELLANEOUS COVERAGES			
	BAP PLUS COVERAGE ENDORSEMENT		\$109.00
	TERRORISM		\$13.00
	REGISTRATION PLATES		\$624.00
MISCELLANEOUS COVERAGES TOTAL PREMIUM			\$746.00
	MOTOR VEHICLE LAW ENFORCEMENT FEE		\$30.00
ESTIMATED TOTAL POLICY PREMIUM			\$5,084.00

THIS POLICY MAY BE SUBJECT TO FINAL AUDIT

* COVERED AUTOS - ENTRY OF ONE OR MORE OF THE SYMBOLS FROM SECTION I - COVERED AUTOS OF THE BUSINESS AUTO COVERAGE FORM SHOWS WHICH AUTOS ARE COVERED AUTOS

** REFER TO FORM 3-2176 ITEM THREE

*** THE MAXIMUM AMOUNT PAYABLE UNDER SUM COVERAGE SHALL BE THE POLICY'S SUM LIMITS REDUCED AND THUS OFFSET BY MOTOR VEHICLE BODILY INJURY LIABILITY INSURANCE POLICY OR BOND PAYMENTS RECEIVED FROM, OR ON BEHALF OF, ANY NEGLIGENT PARTY INVOLVED IN THE ACCIDENT, AS SPECIFIED IN THE SUM ENDORSEMENT.

**** NEW YORK ONLY- INCLUDES SUPPLEMENTAL SPOUSAL LIABILITY (SSL) IF CA 04 20 IS ON THE POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NAMED INSURED
WATKINS SPRING COMPANY INC

POLICY NUMBER
CLP 8872445 19

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$300,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$5,000	ANY ONE PREMISES
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	
PROPERTY DAMAGE DEDUCTIBLE PER CLAIM	\$250	

PREMISES 001 368 CENTRAL AVE, ALBANY, NY 12206

CLASSIFICATION DESCRIPTION	CLASS CODE	TERRITORY	PREMIUM BASIS	NET RATE	ADVANCED PREMIUM
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PREMISES AND OPERATIONS

TRUCK REPAIR	10073	002	\$1,400,000 SALES	5.237	\$7,332
AUTOMOBILE PARTS AND SUPPLIES DISTRIBUTORS	10070	002	\$500,000 SALES	0.186	\$93

PRODUCTS AND COMPLETED OPERATIONS

TRUCK REPAIR	10073	999	\$1,400,000 SALES	1.512	\$2,117
AUTOMOBILE PARTS AND SUPPLIES DISTRIBUTORS	10070	999	\$500,000 SALES	0.280	\$140

MISCELLANEOUS COVERAGES

COVERAGE	LIMIT	PREMIUM
GARAGEKEEPERS - DIRECT PRIMARY COMPREHENSIVE DEDUCTIBLE: \$500 PER AUTO/ \$2,500 PER OCCURRENCE	\$500,000 PER OCCURENCE	\$787
COLLISION DEDUCTIBLE: \$500 PER AUTO	\$500,000 PER OCCURENCE	\$934

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NAMED INSURED
WATKINS SPRING COMPANY INC

POLICY NUMBER
CLP 8872445 19

PER POLICY COVERAGES - ALL LOCATIONS

MISCELLANEOUS LIABILITY	LIABILITY LIMITS (IF APPLICABLE)	ADVANCED PREMIUM
GENERAL LIABILITY PLUS		\$350
VEHICLE SERVICE PLUS ENDORSEMENT:		
GARAGEKEEPERS - DIRECT PRIMARY	\$500,000 PER OCCURRENCE	\$3,691
COMPREHENSIVE DEDUCTIBLE		
ANY ONE CAR: \$500/PER LOSS: \$2,500		
COLLISION DEDUCTIBLE PER LOSS: \$500		
CERTIFIED ACTS OF TERRORISM		
UNDER THE TERRORISM RISK INSURANCE ACT		\$93



PRESIDENT



SECRETARY

March 06, 2018

DATE

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0337

NOTICE OF COMPLIANCE

AVISO DE CUMPLIMIENTO

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE
INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE
WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN
LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL
MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St.- (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

Clarissa M. Rodriguez
Chair (Presidenta)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

THE STATE INSURANCE FUND
199 Church Street, New York, N. Y. 10007
(212) 312-9000

Effective From 05/01/2018 To cancellation
(En Vigor Desde) (Hasta cancellation)
Policy No. Z 63 514-4
(Poliza No.)

Name of employer (Nombre de patrono)

WATKINS SPRING CO INC
368 CENTRAL AVENUE
ALBANY NY 12206

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

C-105 (08-2009)

S. I. F. U-30
"U30SIF/SA"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov

Failure by an employer to post this notice in and about
the employer's place or places of business may result
in a \$250 penalty for each violation.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
 - If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
 - If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157
Binghamton, 13901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W. 125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 935 James St. - (866) 802-3730

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

Name, Address and Phone No. of DB Insurance Carrier

Guardian Life Insurance Company of America
7 Hanover Square, New York NY 10004
800-268-2525

Effective: From 01/01/2010 To 12/31/2018
(En Vigor Desde) (Hasta)

Policy No. 00994684-0000
(Poliza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y
SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

DB-120 (1-11)

Prescribed by Chair
Workers' Compensation Board
State of New York

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA

AVESO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR
INCAPACIDAD LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
 - Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombrada abajo.
 - Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.**IMPORTANTE:** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la Forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiroprático, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario a la compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete días, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.

Robert E. Beloten

ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The benefits provided are (Los beneficios provistos son)

☒ Statutory

☐ Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados)

Name of employer (Nombre del Patron)

WATKINS SPRING CO., INC.

By: The Guardian Life Insurance Company of America

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Watkins Spring Co., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

368 Central Avenue

6 City, state, and ZIP code

Albany, NY 12206

Requester's name and address (optional)

City of Saratoga Springs

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

1 4 - 1 6 5 8 9 5 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ► 12/21/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

HUNTER
4 WHEEL
ALIGNMENT

BEAR
TRAIL

368 CENTRAL AVE.

PHONE
463-4241

FED. ID NO.
14-1658950

SHOP NO.
R-301-0269

WATKINS SPRING CO., Inc.
EST. 1908

AUTO & TRUCK
SPRINGS

DISTRIBUTORS OF
BRAKE LININGS

HENDRICKSON
PARTS

Service Dept. 249-261 Bradford St. Albany, N.Y. 12206 *SPC 12206*

Customer's
Order No.

Date
In *12-6-86* Date
Out *12-10-86*

LICENSE NO.

Mileage In

Mileage Out

Sold to *SHAWNEE SPRINGS - FIRE DEPT*

Address *200 N. H. E.*

6562

Quan.	Part No.	Article	Price	Amount
2	41-054	Front Springs	3704 76	2282. 88
2	718-25	43 1/2 R U-BOLTS	68 30	56 70
2	718-28	43 1/2 R U-BOLTS	70 50	58 40
2	NST 5	5/16" x 3" Hex Bolt	34 06	25 55
1	103 1/2	2 1/2" Wedge	16 60	13 30
2	M 74-25	FT SHOCKS	326 26	228 38
Labor on both front springs -				
Front shocks - remove shocks				
Springs back of front spring				600 00
				3265 21
<i>515-587-3599 x 3013 Peter Shaw</i>				

ALL U-BOLTS ARE FINAL SALE - NO Returns on U-Bolts
PLEASE TIGHTEN U-BOLTS AFTER REPAIRED SPRING HAS BEEN DRIVEN ONE DAY

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

Sales Tax

Total

3265 21

IN CASE OF ERROR OR EXCHANGE - RETURN THIS SLIP
10% HANDLING CHARGE ON ALL RETURNED GOODS.

1 1/2% Per Month Late Payment Charge After 30 Days 18% Per Year. Minimum Charge 50 Cents

193435

STANDARD BEST REGION BUSINESS FORMS ALBANY, N.Y. 12212-3553 (518) 452-0478

CITY OF SARATOGA SPRINGS ** PURCHASE REQUISITION

DEPT 4000

DATE 12/6/2018

VENDOR # 455

VENDOR NAME Watkins Springs

DELIVERY REFERENCE 60 Lake Avenue Saratoga Springs, NY 12866
(name & extension)

SHIP TO CODE _____

STATUS - PLEASE INDICATE:

(PLEASE FAX)

(CONFIRMING)

(BID # & CCA DATE)

(NYSOGS CONTRACT #)

[illegible]

~~TOTAL~~ \$3,112.28

Mayor/Commissioner/Deputy

Date 12/15/16

FOR AMOUNTS OF \$50,000 OR MORE, ALL CHANGE ORDERS, ALL COMMISSIONER OF FINANCE, AND ALL CAPITAL PROJECT PURCHASES, THE FOLLOWING MUST BE COMPLETED:

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

Approval Date

COMPLETE AND SUBMIT TO PURCHASING FOR PROCESSING

Emergency Repair to Fire Truck

R-301-0269

TOTAL

PHONE
518-587-3599

Peter X3013
Shaw

41353

be Sure to Call 1st

Tom Kingston
gratkinspring@yahoo.com

CITY OF SARATOGA SPRINGS ** PURCHASE REQUISITION

DEPT 4000 DATE 12/6/2018

VENDOR # 455 VENDOR NAME Watkins Springs

DELIVERY REFERENCE 60 Lake Avenue Saratoga Springs, NY 12866
(name & extension)

SHIP TO CODE _____
STATUS - PLEASE INDICATE: _____
(PLEASE FAX) (CONFIRMING)

(BID # & CCA DATE) (NYSOGS CONTRACT #)

QTY	UNIT	DESCRIPTION	\$ UNIT	\$ TOTAL	ORG	OBJ	PROJ
1	ea	Front Springs E562	\$3,112.28	\$3,112.28	A3143414	54510	
		Replace front springs of		\$3,112.28	<u>5SD</u>	<u>12/28/18</u>	
		apparatus					

TOTAL \$3,112.28

Mayor/Commissioner/Deputy

Date

12/6/18

FOR AMOUNTS OF \$50,000 OR MORE, ALL CHANGE ORDERS, ALL COMMISSIONER OF FINANCE, AND ALL CAPITAL PROJECT PURCHASES, THE FOLLOWING MUST BE COMPLETED:

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

Approval Date

COMPLETE AND SUBMIT TO PURCHASING FOR PROCESSING

Emergency Repair to Fire Truck

AMENDMENT TO AGREEMENT
between
CITY OF SARATOGA SPRINGS, NY
and
STILSING ELECTRIC, INC.

Original Agreement dated May 15, 2018

THIS AMENDMENT is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and STILSING ELECTRIC, INC., with a place of business at 500 South Street, Rensselaer, NY 12144 ("Vendor").

WITNESSETH:

The City and the Vendor entered into an agreement as a result of the response to RFP 2018-19 which was approved by the City Council at their meeting on May 15, 2018. The Vendor agreed to provide the City with removal of existing traffic signal equipment, and supply and install replacement equipment for a total for the project not to exceed Two Hundred Sixty Five Thousand Six Hundred fifteen Dollars (\$265,615.00) and to be completed within six (6) consecutive calendar months from contract execution date.

For this AMENDMENT, the City and the Vendor agree to modify the prior contract as follows:

Section 2. Term of Agreement. The term for completion of the services provided in the agreement shall be extended to April 30, 2019.

This AMENDMENT is supplemental to the original contract dated May 15, 2018, and is incorporated into and made a part of that document attached hereto. All other terms, conditions, and provisions of the original May 15, 2018 agreement and the RFP 2018-19 response are to remain in effect unless specifically modified.

WHEREFORE, the City and the Consultant have executed this AMENDMENT on the dates indicated below:

VENDOR

By: Kathleen Seetun

Title: President

Date: 12/26/18

CITY OF SARATOGA SPRINGS

By: _____

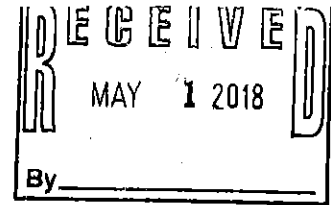
Title: Mayor

Date: _____

Per Council Approval: _____



City of Saratoga Springs, NY Contract



City Project Number: RFP 2018-19 City Project Name: Traffic Signal Improvement Project
City Department: Department of Public Safety Department Contact Person: Andy Krupski City Ext. 2473
Company Name: Stilsing Electric, Inc.
Company Address: 500 South Street, Rensselaer, NY 12144
Company Telephone No.: 518-463-4451 Company Fax No.: 518-463-7023
Vendor and/or Service Provider Primary Contact: Kathleen Stilsing Title: President
Primary Contact Email: kstilsing@stilsingelectric.com
Service to be Provided: Removal of existing traffic signal equipment, and supply and install replacement equipment
Remit Name (If different from above):
Remit Address:

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Traffic Signal Improvements, the Vendor and/or Service Provider submitted proposals dated March 27, 2018 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed within Six (6) consecutive calendar months from contract execution date. (Please Note: Contractors are prohibited from working within the city right of way during the Saratoga Thoroughbred Horse Racing Meet from July 20th through September 3rd.) Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed Two Hundred Sixty Five Thousand Six Hundred Fifteen Dollars (\$265,615.00), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Commissioner of Public Safety is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Kathleen Stilsing. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Public Safety, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: Kathleen Stilsing, 500 South Street, Rensselaer, NY 12144
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property

of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

For projects whose total value is between \$100,000 and \$500,000:

- **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:** Three Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as **Additional Insured on a primary and non-contributory basis** for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
 - a. 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;
 - b. 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
 - c. 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.

17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

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

Vendor and/or Service Provider Signature: Kathleen Stilsing Date: 4-27-18

Print Name: Kathleen Stilsing Title: President

City of Saratoga Springs' Signature: Meg Kelly Date: 5/15/18

Print Name: Meg Kelly Title: Mayor City Council Approval Date: 5/15/18



MEG KELLY
MAYOR

MICHELE D. CLARK-MADIGAN
COMM. OF FINANCE

ANTHONY SCIROCCO
COMM. OF PUBLIC WORKS

PETER MARTIN
COMM. OF PUBLIC SAFETY

JOHN FRANCK
COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

**Traffic Signal Improvement Project
Intersections
Broadway at Circular Street/Ballston Avenue
&
Congress Street at Hamilton Street**

*PREPARED BY: Department of Public Safety
March 2018*

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2018-19 – Traffic Signal Improvement Project

Name of Bidder: Stirling Electric, Inc.

Bid Opening: Tuesday March 27th, 2018 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866



BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question (two copy)
- Acknowledgements (two copy)
- Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in the Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**
- Bid Deposit Check (10% of Base Bid)

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2018-19 – Traffic Signal Improvement Project

Name of Bidder: Stilting Electric, Inc.

Bid Opening: Tuesday March 27th, 2018 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**

**FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE MAY LEAD TO
IMMEDIATE RFP DISQUALIFICATION.**



NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed bids for Traffic Signal Improvement Project. Sealed bids must be received in it's entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Tuesday March 27th, 2018 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the request for proposal (RFP) may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet, or can be found on the City's web page at www.saratoga-springs.org. Addenda to the bid, when issued, will be on file in the City Clerk's office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda, please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

This is a lump sum bid. Each bid must be accompanied by a Bid Security in the amount of ten (10) percent of the base bid in accordance with the Instructions to Bidders. **The successful bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each in the full amount of the contract price.**

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed is a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. USE OF SEPARATE RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids shall be given consideration. Every interpretation made to a bidder shall be in the form of an Addendum to the bid, and when issued, shall be on file in the City Clerk's Office at least five days before bids are opened. In addition, as required, all Addenda will be emailed to each person obtaining a bid and whose name and address are on record with the City. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids shall be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these INSTRUCTIONS TO BIDDERS. All bids shall be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2018-19 – Traffic Signal Improvement Project

Name of Bidder: Stirling Electric, Inc

Bid Opening: Tuesday March 27th, 2018 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

The City may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its option may reject the same. The contract will be awarded by the City of Saratoga Springs City Council to a responsible bidder on the basis of the lowest **QUALIFIED, best value**, bid resulting from the selected bid items.

4. NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Non-Collusive Agreement at the time of Bid submission may disqualify the Bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of Bid submission may disqualify the Bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of Bid submission may disqualify the Bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance providing proof of the required insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of Bid submission may disqualify the Bid submission.***

8. APPRENTICESHIP PROGRAM

The City of Saratoga Springs hereby requires any contractor on a construction project in excess of \$225,000.00 aggregate, at the time of bid date and prior to entering into a construction contract with the City of Saratoga Springs, or any sub-contractor on such a project with a sub-contract in excess of \$25,000.00 aggregate, at the time of bid date and prior to entering into a sub-contract with a contractor who has a construction contract with the city of Saratoga Springs on a project in excess of \$225,000.00 aggregate, to have apprenticeship agreements traditionally and historically appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor. The term "construction contract" shall mean any contract which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure.

9. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

10. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The City Clerk's office, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

11. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City will cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. If the Contract is awarded, it will be awarded to the responsible bidder submitting the lowest qualified, best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.
- b. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.
- c. All changes in the award contract effecting price and time must be brought to City Council for approval.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

15. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.

16. BID BOND

Each bid shall be accompanied by Bid Bond made payable to COMMISSIONER OF FINANCE in an amount of ten (10) percent of bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of the General Conditions.

17. PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BONDS

- a. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 10 calendar days of award, furnish a Performance Bond in a penal sum of not less than one hundred percent (100%) of the Contract and a Labor and Material Payment Bond in a penal sum of not less than one hundred (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a Guaranty or Surety Company listed in the latest issue of the U. S. Treasury Circular 570 licensed to do business in the State of New York and the penal sum shall be within the maximum specified for such Company in said Circular 570.
- b. Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law.
- c. The failure of the successful bidder to execute Agreement and to supply the required bonds within ten (10) days or such extended period as the Owner (City) may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible bidder or re-advertise for bids. In the event of such default, the bidder shall be obligated to the Owner in the amount of the Bid Bond Guaranty as liquidated damages for such default.



Statement of Work/Detail Specifications
for
Traffic Signal Improvement Project
Intersections
Broadway at Circular Street/Ballston Avenue
&
Congress Street at Hamilton Street

INTENT

It is the intent of this specification to provide for the purchase and construction of the Traffic Signal Improvement Project at the intersections of Broadway/Circular Street/Ballston Avenue, and the intersection of Congress Street at Hamilton Street. **The work generally includes the complete removal of all existing traffic signal equipment and the supply of the necessary materials and labor for the installation of replacement traffic signal systems per the final plans titled "Traffic Signal Improvements Broadway & Circular Street/Ballston Avenue, and Congress Street & Hamilton Street February 2017" prepared by Greenman & Pedersen Inc.** In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to be of best quality and best value. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

CONTRACT TIME

The work which the Contractor is required to perform under this contract shall commence within ten (10) business days from the time a contract is executed by and between the City and Contractor. Work shall be completed within six (6) consecutive calendar months from contract execution date. **Notice; Contractors are prohibited from working within the city right of way during the Saratoga Thoroughbred Horse Racing Meet from July 20th through September 3rd.**

GENERAL

Work performed shall be in accordance with New York State Department of Transportation (NYSDOT) Standard Specifications with current Addenda, NYSDOT Standard Sheets, the Special Specification and Contract Plans included as Attachments to this RFP. Contractors providing bids warrant that all materials and equipment installed shall be new and free from defect.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Bidders shall specify their Lump Sum Price Bid below and include this sheet in your response to the IFB.

LUMP SUM PRICE

This Lump Sum Bid shall include all costs for materials, labor overhead and profit; insurance costs and incidental costs incurred by the Contractor to satisfactorily complete the work in accordance with the Standard General Conditions of the Construction Contract, Summary of Work, Technical Specifications and Plans.

TOTAL BID IN FIGURES: \$ 265,615.00
TOTAL BID WRITTEN: Two Hundred Sixty Five Thousand Six Hundred Fifteen Dollars + ^{no}/₀₀
COMPANY NAME: Stilsing Electric, Inc.
ADDRESS: 500 South Street
Rensselaer NY 12044 Phone No. (518) 463-4451
(City) (State) (Zip)
E-MAIL ADDRESS: KStilsing@Stilsingelectric.com
AUTHORIZED SIGNATURE: Kathleen Stilsing
PRINTED NAME: Kathleen Stilsing
TITLE: President DATE: 3-27-18



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(s) as outlined in the Project Documents, Plans, and Specifications,
- (4) Substantially complete the work in its entirety, ready for use by the City as outlined in the project documents.

Signed: Kathleen Stilsing

Printed Name: Kathleen Stilsing

Title: President

Company: Stilsing Electric, Inc.

Address: 500 South Street
Rensselaer NY 12144

Date: 3-27-18

Telephone Number: 518 463 4451

Cellular Number: 518 365 3942

Facsimile Number: 518 463 7023

Email Address: Kstilsing@stilsingelectric.com



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: Kathleen Stilsing Print Name: Kathleen Stilsing

Title: President Date: 3-27-18

Company: Stilsing Electric, Inc. Address: 500 South St. Rensselaer NY 12144

Subscribed to under penalty of perjury under the laws of the State of New York, this 27 day of March, 2018 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

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.
- The 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: Kathleen Stilsing Printed name: Kathleen Stilsing
Title: President Date: 3/27/18
Company Name: Stilsing Electric, Inc
Company Address: 500 South St. Rensselaer NY 12144



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

(For Construction Projects Whose Values \$100K and \$500K)

Broadway

City Project Number: 2018-19 City Project Name: Circular/Congress/Ham. Prevailing Wage Project No.: _____
City Department: Public Safety Department Contact Person: Peter Martin City Ext. _____
Company Name: Stilsing Electric, Inc. _____
Company Address: 500 South Street Rensselaer NY 12144 _____
Company Telephone No.: 518 463 4451 Company Fax No.: 518 463 7023 _____
Contractor Primary Contact for This Project: Kathleen Stilsing Title: President

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 Contractor represents that it has all necessary governmental licenses to perform the services described herein.

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;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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 the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, 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 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.

The Contractor 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 Contractor 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 Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor 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 Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor 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 Contractor or other persons, while engaged in the performance of any work or services required by the Contractor 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 Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor 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.

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: Kathleen Seifert

Date: 3/27/18



STILELE-01

LTELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2018

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 have ADDITIONAL INSURED provisions or 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
Rose & Klernan, Inc.
99 Troy Road
East Greenbush, NY 12061

CONTACT

NAME:

PHONE
(A/C, No, Ext): (518) 244-4245

FAX

(A/C, No): (518) 244-4262

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Co

25658

INSURER B: The Charter Oak Fire Insurance Company

25615

INSURER C: Merchants Mutual Ins Co

23329

INSURER D:

INSURER E:

INSURER F:

INSURED

Stilsing Electric, Inc.
500 South Street
PO Box 27
Rensselaer, NY 12144

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		DTC03E641498IND18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X		DT8103E641498COF18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB			CUP0001763	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X					AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Commercial Umbrella			ZUP91M5572718NF	04/01/2018	04/01/2019	Excess Liability \$ 5,000,000

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

RFP 2018-19 Traffic Signal Improvement

General Liability: CGD604 8/13 Blanket Additional Insured (Contractors) -(Includes primary non-contributory); CGD316 11/11 Contractors XTEND endorsement (includes waiver of subrogation); CGD211 1/04 Designated Project (s) Gen Aggr Limit

Automobile Liability: CAT474 2/16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance; CAT960 2/15 New York Business Auto Coverage Extension Form (Includes waiver of subrogation)

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
474 Broadway - City Hall
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rose & Kiernan, Inc.		NAMED INSURED Stilting Electric, Inc. 600 South Street PO Box 27 Rensselaer, NY 12144	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Umbrella Liability: MU8622 Primary Non-Contributory additional insured 5/1/09 CU2403 Waiver of Subrogation

Excess Liability: XP0165 Amendment Other Insurance Designated Persons or Organizations for Whom you have Agreed in a Written Contract to Provide Insurance - XP0091 Waiver of Transfer of Rights of Recovery Against Others

City of Saratoga Springs is a primary non-contributory additional insured for General Liability, Automobile Liability and Umbrella Liability as required by written contract, per forms noted.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

AAAAAA 141431598

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



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER

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

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS
474 BROADWAY
SARATOGA SPRINGS NY 12866

POLICY NUMBER
G1449 616-0

CERTIFICATE NUMBER
481666

POLICY PERIOD
04/01/2018 TO 04/01/2019

DATE
4/2/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1449 616-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 438322418



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) STILSING ELECTRIC, INC. 500 SOUTH STREET RENSSELAER, NY 12144 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 141431598
2. Name and Address of 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 ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL114323 3c. Policy effective period 04/01/2018 to 03/31/2020

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of 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 and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/19/2018 By 
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B 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 and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave 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.

