

**Resolution 2012-13: 121**  
**RJSCB Umbrella Coverage**

**By Board Chair Giess**

WHEREAS, the Rochester School Facilities Modernization Program Act ("School Modernization Act") established the Rochester Joint Schools Construction Board ("RJSCB"), a seven voting member board consisting of equal representation by the City of Rochester ("City") and the Rochester City School District ("District"), as well as a member jointly selected by the City and the District; and

WHEREAS, under the School Modernization Act, the RJSCB has certain enumerated powers to act as agent for the District, the City, or both; and

WHEREAS, In September 2012, as a result of repeated vandalism at the School 17 project site, the Program Manager recommended and the RJSCB approved the School 17 Construction Manager ("CM"), The Pike Company ("Pike"), to hire security guard services for after hours and weekend/holiday coverage (Resolution 2012-2013: 31); and

WHEREAS, the costs for security guard services for the overall project were later identified by the Program Manager as a "program wide expense" and the method of paying for these services through the Construction Manager's contract did not lend itself easily to the separation and tracking of these program costs; and

WHEREAS, in order to rectify this, a decision was made by the RJSCB MWBE and Services Procurement Committee (the "Committee") at its meeting on November 29, 2012 to contract directly with the security guard services firm; and

WHEREAS, in December of 2012, the RJSCB approved the School 58 CM, LeChase Construction ("Lechase"), to hire security guard services for the School 58 project site for a period of 90 days (Resolution 2012-2013: 72) in order to provide the RJSCB time to prepare a contract directly with the security services firms; and

WHEREAS, Pike and Lechase each solicited proposals for these services and contracted with the firm J&T Securities Inc. D/B/A Blackhawk Security and Investigations for School 17 and School 58 respectively; and

WHEREAS, prior to the commencement of security services at School 58, a break-in there led to the District requesting that all of the other project sites have security services coverage for after hours; and

WHEREAS, in order to react quickly to this request, the Program Manager directed Pike to have J&T Securities Inc. immediately begin patrols of the School 50 site under their existing contract; and

WHEREAS, following review and approval of the proposed contract for security guard services, the RJSCB will enter into a direct contract with the security services firm J&T Securities Inc. for the remainder of the duration for those projects for which the firm is currently providing security services (School 17, School 50, and School 58); and

WHEREAS, the CMs will remain responsible for the day-to-day coordination and reporting associated with these security services; and

WHEREAS, as a result of the Board directly entering into the additional contract for the security services, and as a result of the Board entering into additional construction contracts, the Board's insurance agent has recommended that the RJSCB increase its insurance coverage by adding an additional umbrella policy in the amount of \$5 million; and

WHEREAS, the Board's insurance agent has provided a quote (attached) for this additional coverage in the amount of \$4,200 for a one year term (February 2013 through February 2014); and

WHEREAS, based on the advice and recommendation of the Executive Director, the Committee considered and discussed the quote for additional umbrella coverage at its February 28, 2013 meeting, and after due deliberation, it was agreed to forward the quote to the full Board for review and approval;

THEREFORE, BE IT RESOLVED:

1. The RJSCB hereby accepts and approves the quote for additional umbrella insurance coverage in the amount of \$4,200.

**Second by Member Brown**

**Approved 6-0 with Member Castro away**

To: Erin  
Subject: Rochester Joint Schools

From: FREDERIC STIEVATER  
H. R. KELLER & CO., INC.  
1520 Sheridan Drive  
Buffalo, NY 14217-1268  
(716) 874-1644 (800) 424-2202  
Fax: (716) 874-4920  
Email: fjs@kellerandco.com  
Website: www.kellerandco.com

Reference This Quote #:1302290 REVISED 1  
Date: 2/11/13

NEW YORK

Attached is a non-binding quote from the following insurance company: Castlepoint

Commission 10 %

- General Liability
- Property
- Package (Property & Liability)
- Business Owners Policy (BOP)
- Commercial Umbrella 5 million
- Commercial Excess
- 

**To start the binding process, fax request to bind along with copy of this quote, copy of checked items and your agency check. Mail the following originals to our office immediately.**

<input checked="" type="checkbox"/> Application, Signed completed original	Total Premium	<u>\$4,000.00</u>
<input type="checkbox"/> Photo (Front and back of buildings)		
<input type="checkbox"/> Signed completed Supplemental Application	Inspection Fee (100% earned)	\$0.00
<input type="checkbox"/> Inspection Agreement Form		
<input checked="" type="checkbox"/> Three years Loss Runs	Broker Fee (100% earned)	<u>\$200.00</u>
<input checked="" type="checkbox"/> Section 2119 Broker Fee Form		
<input type="checkbox"/> Anti Arson application	New York State Fire Fee	<u>\$0.00</u>
<input checked="" type="checkbox"/> Signed completed Terrorism Form		
	Total Cost	<u>\$4,200.00</u>

- Agency Bill option – only available for this carrier: YOUR AGENCY check for \$4,200.00 down or 30% \$1,400.00 KIP premium financed. Any premium balance after deposit is due 15 days from eff. date of policy.
- Direct Bill option – only available for this carrier; a gross check for \_\_\_\_\_ down and the balance due as follows:

Note: You now have the option to buy back the Terrorism Exclusion. The additional premium for this coverage is \$250.00. We must be advised in writing at time of binding whether coverage is accepted or declined.

Comments: looking for loss runs for 08 to 11.

**Disclaimer: This indication is valid for 30 days and does not necessarily provide the terms and/or conditions requested in your submission.**

*You are not authorized to issue certificates of Ins., fax request.*

H. R. KELLER & CO., INC.  
1520 Sheridan Drive  
Buffalo, New York 14217

Broker's Fee

I \_\_\_\_\_, hereby authorize  
(Insured's name)  
H. R. Keller & Co., Inc. to act as my Broker in the procurement of  
\_\_\_\_\_.

For services rendered in connection with this, for the policy period  
\_\_\_\_\_ to \_\_\_\_\_, I agree to pay over and above the premium, a fee  
of \$ <sup>200</sup>\_\_\_\_\_. I further agree that this fee is not refundable.

It is understood and agreed that this payment is being made as allowed  
by Section 2119 C and Section 2119 D of the New York State Insurance  
Law.

\_\_\_\_\_  
(Insured's Signature)

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

\_\_\_\_\_  
(H. R. Keller & Co., Inc. signature)

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



## W.H. Greene & Associates, Inc.

400 Quaker Road  
East Aurora, NY 14052

Ph: 716/805-1090  
Fax: 716/805-1099

### INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

THIS QUOTATION EXPIRES 30 DAYS FROM THE ISSUE DATE OR ON THE PROPOSED EFFECTIVE DATE LISTED BELOW.

**DATE ISSUED:** February 13, 2013

**PRODUCER:** HR Keller & Co Inc  
1520 Sheridan Drive,  
Buffalo, NY 14217

**INSURED:** Rochester Joint Schools Construction Board  
1776 North Clinton Avenue,  
Rochester, NY 14621

**INSURER:** CastlePoint Insurance Co.  
Admitted

**COVERAGE:** Umbrella

**POLICY PERIOD:** 2/10/2013 TO 2/10/2014

**TERM:** 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS OF LIABILITY:** \$5,000,000 Occurrence  
\$5,000,000 Aggregate  
EXCESS OF:  
\$2,000,000 Occ CGL  
\$4,000,000 Agg  
\$2,000,000 AI/PI  
\$4,000,000 Prod/COp  
\$1,000,000 Automobile Liability

**DEDUCTIBLE/SIR:** \$10,000 Self Insured Retention

**PREMIUM TAXES** \$4,000.00

**FEES**

**TOTAL**                      \$4,000.00  
**RATE**

The premium shown above does not include the premium for TRIA. If TRIA coverage is desired, the additional premium would be \$400.00, plus Surplus Lines Tax and Stamping Office Fee, if applicable.

TERRORISM COVERAGE IS AVAILABLE AS INDICATED ABOVE. WE MUST BE ADVISED IN WRITING AT TIME OF BINDING IF COVERAGE IS ACCEPTED OR DECLINED.

**POLICY FORM:**

**TERMS / CONDITIONS:**

(a) THE PREMIUM SHOWN IS THE ANNUAL MINIMUM AND DEPOSIT PREMIUM, SUBJECT TO 25% MINIMUM EARNED PREMIUM FULLY EARNED AT INCEPTION.

(b) **ENDORSEMENTS / NOTABLE EXCLUSIONS**

EXCLUSIONS: CCC, ERISA, Absolute Pollution, Discrimination, Employment Related Practices, Asbestos, Lead, Fungi/Bacteria, Known Injury or Damage, Silica, Professional Liability

FOLLOW FORM: Owned Property and Damage to Your Product or Work Exclusion Amendatory Endt.

ATTACH: State Amendatory Endorsements, Any exclusion/limitation made part of any primary policy.

(c) **ATTACHMENTS / SUBJECT TO:**

PRIOR TO BINDING - Signed/completed Terrorism Disclosure Form.

PRIOR TO BINDING - Signed/completed Application by Insured.

Please send loss runs for 08-11

WITHIN 10 DAYS OF BINDING – Completed Schedule of Underlying.

WITHIN 10 DAYS OF BINDING – Five years currently valued loss runs or a loss run statement signed by the Insured.

WITHIN 50 DAYS OF BINDING – Dec/Limits Pages of the Auto & Employers Liability Policies, along with a COMPLETE COPY, including ALL Forms and Endorsements, of the remaining underlying policies.

NOTE: If we do not receive a copy of the underlying policies, our policy will be cancelled. If the terms of any underlying policy differ from those advised to us, additional terms may be added to our policy.

NOTE: NO COVERAGE IS BOUND UNTIL “PRIOR TO” ITEMS ARE RECEIVED. IF RECEIVED WITHIN 7 DAYS OF EFFECTIVE DATE, WE WILL HONOR DATE REQUESTED TO BIND COVERAGE.

IF NOT RECEIVED WITHIN 7 DAYS OF EFFECTIVE DATE, COVERAGE WILL BE BOUND THE DATE ALL THE ABOVE PRIOR TO BINDING ITEMS ARE RECEIVED.

PREMIUM DUE DATE IS BASED ON EFFECTIVE DATE – NOT INVOICED DATE.

All underlying carriers AM Best rated A-VI , B+VII or better.

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

**FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT IN THE TERMINATION OF YOUR COVERAGE.**

This quote is issued based upon the insurer's agreement to quote and is issued by the undersigned without any liability whatsoever as an insurer. This quote may be withdrawn by the insurer at any time prior to binding.

**NOTE: WE CANNOT BIND COVERAGE WITHOUT THE CONSENT OF THE INSURER. COVERAGE IS NOT EFFECTED UPON YOUR ORDER TO BIND BUT UPON OUR CONFIRMATION TO YOU THAT COVERAGE HAS INDEED BEEN BOUND BY THE INSURER.**

**PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE.**

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
**Nicole Morgante, CPCU, ASLI**

**TOTAL NUMBER OF PAGES: 2**  
**INSURED: Rochester Joint Schools Construction Board**  
**DATE ISSUED: February 13, 2013**

Reference #: 9985213