



Submittal Instructions

CONTRACTORS PLEASE NOTE YOUR IFB MUST BE RETURNED AS FOLLOWS:

Step One: You **MUST** execute and include the following documents with your response:

- 1 Bid Proposal - 2 sets - 1 original, 1 copy
- 1 Acknowledgements - 1 each
- 1 Waiver of Immunity and Non-Collusive Bidding Certification - 1 each
- 1 Vendor Code of Conduct - 1 each
- 1 Risk & Safety Agreement – 1 each
 - **Certificates of Insurance (Including Worker's Compensation Certificate) – 1 each**
 - o **As outlined in the Risk & Safety Agreement**
 - **Statement of Bidder's Qualification - 1 each**
 - **Bid Deposit Check (10% of Base Bid) - 1 each**

FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE IFB DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2014-26 - DINING ROOM ROOF REINFORCING & CEILING STABILIZATION

Name of Bidder: Mid State Industries

Bid Opening: Thursday, JANUARY 8, 2015 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

**City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**



Acknowledgements

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delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will:

- (1) Commence work upon receipt of the executed contract,
- (2) provide bonds as required,
- (3) commence active construction work at the site as outlined in the Notice to Proceed,
- (4) substantially complete the work in its entirety, ready for use by the City as outlined in the project documents..

Signed: _____

Printed Name: Michael Lacey

Title: President

Company: Mid State Industries

Address: 1105 Catalyn St.

Schenectady, NY 12303

Date: 1/6/2015

Telephone Number: 518-374-1461

Cellular Number: N/A

Facsimile Number: 518-381-6820

Email Address: Amanda@midstate1td.com



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

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

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

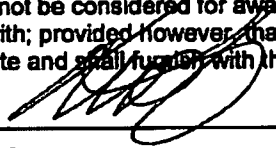
(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled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

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

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

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

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

Signature:  Print Name: Michael Lucay
 Title: President Date: 1/6/2015
 Company: Mid State Industries Address: 1105 Catalyn St. Schenectady, NY 12303

Subscribed to under penalty of perjury under the laws of the State of New York, this 6th day of January, 2015 as the act and deed of said corporation of 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.

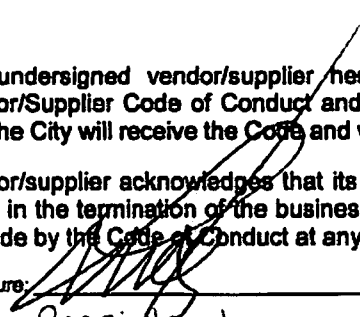
At a minimum, the City requires that all vendors/suppliers meet the following standards:

- 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.
- 1. Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature:  Printed name: Michael Lucy
 Title: President Date: 1/6/2015
 Company Name: Mid State Industries



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

City Project Number: 2014-26 City Project Name: Dining Room Roof Reinforcing & Ceiling
 City Department: Engineering Department Contact Person: Debbie LaBriere City Ext. Stab. 1234
 Company Name: Mid State Industries
 Company Address: 1105 Catalpa St. Schenectady, NY 12303
 Company Telephone No.: 518-374-1461 Company Fax No.: 518-381-6820
 Contractor Primary Contact for This Project: Michael Lacey Title: President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

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

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

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

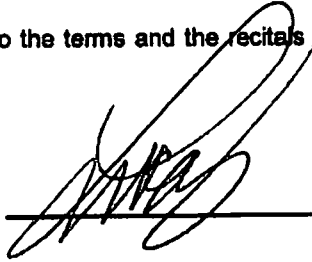
It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all

other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

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

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Contractor Signature:  _____ Date: 1/6/2015



STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Mid State Industries
2. Permanent main office address. 1105 Catalyn St. Schenectady, NY 12303
3. Year organized. 1970
4. If a Corporation, where incorporated. New York
5. How many years have you been engaged in the contracting business under your present firm or trade name? 45 years
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Questav Books III \$ 250,000	John Watts	1.607-772- 0007 EXT 119	John.watts@ 1bigroup.com
Mont Pleasant HS \$544,000	Larry Tune	518-528- 4377	LTune@tcco.com
Perse Emergency Library Repair \$33,620	Peter Shunney	518- 872- 0746	Pshunney@ h1cwcso.K12.NY.us

7. General character of work performed by your company.
Restoration, Roofing, General Construction
8. Have you ever defaulted on a contract? If so, where and why?
No.
9. Have you ever failed to complete any work awarded to you? No.
10. For the contractor or subcontractor installing the ceiling anchorage, list three projects specializing in the repair and restoration (including installation of supplemental support) of plaster, the cost of the project, the year completed, and contact information for the project reference.

PROJECT NAME	CONTRACT AMOUNT	YEAR COMPLETED	CONTACT NAME/PHONE
Saratoga City Hall Annex	\$170,125	2014	Debbie LaBreche
St. Johns the Evangelist	\$30,000	2000	Father Carlino
Mount Mc Gregor	\$75,000	2010	Patrick Szabo

11. List your major equipment available for this contract.

Skywork, JLG

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

See attached

13. Credit available: \$. Call for reference

14. Give bank reference: First Niagara / Jerry Griggs

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

16. List the subcontractors you plan to work with on this project. They also need to submit the required levels of insurance outlined in the Risk & Safety Attachment.

Restore masonry

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

Dated this day of: February 6th 2015

Signature: 

Printed name: Michael Lucey

Title: President

Company: Mid State Industries

Company Address: 1105 Catalyn St.
Schenectady, NY 12303



REVISED 12-19-14

(SUBMIT THIS PROPOSAL WITH BID)

BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2014-26 – DINING ROOM ROOF REINFORCING & CEILING STABILIZATION

IFB Opening: Thursday, JANUARY 8, 2015 at 2:00 p.m.

**AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**

BID PROPOSAL SUBMITTED BY

Bidder: Mid State Industries
(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the instructions to bidders and specifications and hereby agrees to provide all labor, delivery, removals, accessories, materials, machinery, tools, testing equipment, and other means of construction necessary to complete work as outlined in these project documents.

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have forty (40) calendar days to substantial completion and forty five (45) calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for materials.

It is anticipated that the facility will be ready for active work to begin on February 9, 2015. Work must be substantially complete with the facility ready for public events no later than March 20, 2015.

LUMP SUM PRICE	
IN WRITING:	
BASE BID WRITTEN IN WORDS:	= \$ <u>One hundred twenty seven thousand five hundred</u>
TOTAL BID WRITTEN IN WORDS (BASE BID + TEN THOUSAND DOLLAR ALLOWANCE):	= \$ <u>One hundred thirty seven thousand five hundred</u>
IN NUMERALS:	
BASE BID (IN NUMERALS):	\$ <u>— 127,500 —</u>
TOTAL BID IN NUMERALS (BASE BID + \$10,000.00):	= \$ <u>— 137,500 —</u>

BASE BID:

Generally, work includes the services of qualified contractors as follows:

Shore existing roof framing and install supplemental support and steel reinforcement in attic space. Install supplemental anchorage through existing plaster ceiling and remove temporary strap supports. Work includes all shoring, jacking, and temporary access necessary as well as lead-safe renovation measures as specified.

BID ALTERNATES:

None.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ — 10,000 — security as required by the Instructions to Bidders for the project.

ALLOWANCE:

Bid includes a \$10,000.00 allowance for additional work that the Owner may request from the bidder for unforeseen conditions during the project. Allowance is to be in accordance with Paragraph 11.02 C Contingency Allowance of the Standard General Conditions of the Construction Contract.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. 1 dated 12/19

Addendum No. _____ dated _____

- Resume of On-Site OSHA Competent Person in Charge of Lead Safety including Proof of Lead Awareness Training (Included with bid)**
- Explanation of Bidders General Approach Regarding Access and Protection of Existing Facilities (Included with bid)**
- Specification Sheet for Vacuum Shrouded Drill to be used during the work (Included with bid)**

PROPOSED EQUIVALENTS:

Not Applicable – None allowed for this project.

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner 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 sixty (60) 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, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: 12/16, 2015

Signed: [Signature] (Principal of Company)

Printed Name: Michael Lucy Title: President

Company: Mid State Industries

Address: 1105 Catalyn St.
Schenectady, NY 12303

Telephone Number: 374-1461 Fax Number: 381-6820

Cellular Number: N/A

Email: Amanda@midstateltltd.com



Bond No. MIDS1-6-15-1

Bid Bond

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, Mid-State Industries, Ltd.
as Principal and Hartford Casualty Insurance Company as SURETY are held and firmly bound unto Owner
hereinafter called CITY OF SARATOGA SPRINGS in the sum of (\$ i.e.; 10%) of the Amount Bid Dollars
(\$ Ten Percent of the Amount Bid (10.00%))
for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying
bid dated, January 8th, 2015.

For IFB #: 2014-26 – DINING ROOM ROOF REINFORCING & CEILING STABILIZATION

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening
of the same, or if no period specified, within sixty (60) calendar days. After the said period specified, within ten (10)
calendar days after the prescribed forms with the City of Saratoga Springs in accordance with the bid as accepted
and give bond with good faithful performance and proper of said bid within the period specified, or the failure to
enter into such Contract and give such bond within the time specified, if between the amount specified in said bid
and the amount for which the City of Saratoga Springs the difference between the amount specified in said bid and
the amount for which the City of Saratoga Springs may procure and the required work or supplies for both, if the
latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full
force and effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this
6th day of January, 2015, the name and corporate seal of each corporate party being hereto
affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

INDIVIDUAL PRINCIPAL (seal)
BUSINESS ADDRESS

PARTNERSHIP _____ (seal)

BUSINESS ADDRESS
BY _____

ATTEST: _____
Mid-State Industries, Ltd.
CORPORATE PRINCIPAL
1105 Catalyn St., Schenectady, NY 12303
BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL
Michael Lucay, President

Hartford Casualty Insurance Company
CORPORATE SURETY
BY _____ AFFIX CORPORATE SEAL
Renee A. Manny,
Attorney-in-Fact

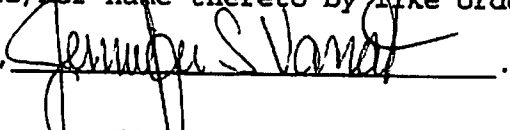
ATTEST: Ramsey Smith

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. MIDS1-6-15-1

C On this 6th day of January, 2015 before me personally came
O Michael Lucey to me known, being sworn
R by me, did depose and say that he/she resides in Schenectady, NY
P that he/she is the President of MID-STATE INDUSTRIES, LTD.
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O

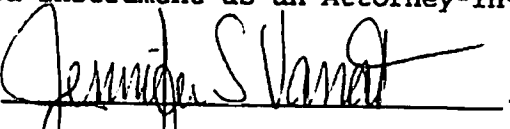
N Sworn to and acknowledged on the above date,


JENNIFER S. VANAF
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this 6th day of January, 2015 before me personally came
U Renee A. Manny to me known who resides in Rensselaer, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the HARTFORD CASUALTY INSURANCE COMPANY
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.

Sworn to and acknowledged on the above date,


JENNIFER S. VANAF
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____ 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.

A Sworn to and acknowledged on the above date, _____
L

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-288-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 01-110009

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

David W. Cooper, Milton H. Kotin, Mark C. Nickel, Susan O. Fantauzzo, Pamela J. Koska of PITTSFORD NY, Diane M Peligian, John C. Tickner of WAKEFIELD RI, John F. Murray Jr., Kevin J. Garrity, Christopher Terzian, Mary Dixon, Tanya Volk, Judy Tomlinson, Jennifer Susan Vanat, Vikki L LaVean, Lori A. Francett, Renee A. Manny of EAST GREENBUSH, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wealey W. Cowling

Wealey W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

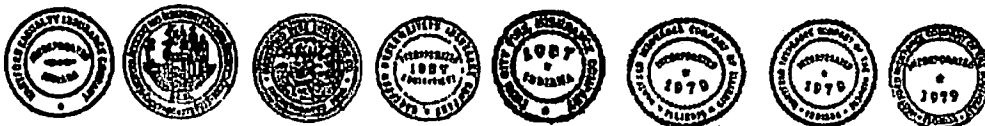
On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
 Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **January 6th, 2015**
 Signed and sealed at the City of Hartford.



Gary W. Stumper
 Gary W. Stumper, Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2013

Statutory Basis

ASSETS

U.S. Government Bonds	\$	63,061,790
Bonds of Other Governments		80,443,386
State, County Municipal Miscellaneous Bonds		1,773,564,386
Stocks		2,083,685
Short Term Investments		34,461,311
	\$	<u>1,953,614,558</u>
Real Estate	\$	0
Cash		61,520
Agents' Balances (Under 90 Day)		30,499,443
Other Invested Assets		28,229,105
Miscellaneous		194,583,373
Total Admitted Assets	\$	<u>2,206,987,999</u>

LIABILITIES


Reserve for Claims and Claim Expense.....	\$	1,010,090,283
Reserve for Unearned Premiums		261,715,270
Reserve for Taxes, License and Fees		8,722,540
Miscellaneous Liabilities		20,667,384
Total Liabilities	\$	<u>1,301,195,477</u>
Capital Paid In \$	4,800,000	
Surplus	<u>900,982,522</u>	
Surplus as regards Policyholders.....	\$	<u>905,792,522</u>
Total Liabilities, Capital and Surplus	\$	<u>2,206,987,998</u>

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

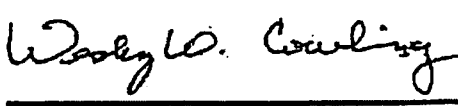
} ss.

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2013.

Subscribed and sworn to before me
this 22nd day of April, 2014.



M. Ross Fisher, Vice President and Controller



Wesley W. Cowling, Assistant Secretary

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2018



MSI

MID-STATE INDUSTRIES, LTD.

Roofing • Sheet Metal • Exterior/Interior Restoration Specialists

KEY PERSONNEL

<u>NAME-TITLE</u>	<u>EXPERIENCE</u>
Michael Lucey Corporate President Overall Manager	Attended various colleges, including SUNY Cobleskill Ag. & Tech., and Adirondack Community College for Construction Management, Business Administration and Accounting. He has over 40 years of experience in all phases of construction administration including estimation, cost control and overall administrative functions.
Fred Cookingham Project Supervisor	Fred has over 42 years experience in all phases of construction including supervising/quality control, Roofing, carpentry and masonry. He has been a Mid-State Industries, Ltd. employee since 1989.
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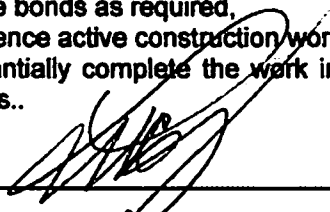


Acknowledgements

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

The Undersigned further agrees that if awarded the contract, the undersigned will:

- (1) Commence work upon receipt of the executed contract,
- (2) provide bonds as required,
- (3) commence active construction work at the site as outlined in the Notice to Proceed,
- (4) substantially complete the work in its entirety, ready for use by the City as outlined in the project documents..

Signed: 

Printed Name: Michael Lucey

Title: President

Company: Mid State Industries

Address: 1105 Catalyn St.
Schenectady, NY 12303

Date: 1/6/2015

Telephone Number: 518-374-1461

Cellular Number: N/A

Facsimile Number: 518-381-6820

Email Address: Amanda@midstateltd.com



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: [Handwritten Signature] Print Name: Michael Lucey
 Title: President Date: 1/6/2015
 Company: Mid State Industries Address: 1105 Catalyn St. Schenectady, NY 12303

Subscribed to under penalty of perjury under the laws of the State of New York, this 6th day of January, 2015 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.

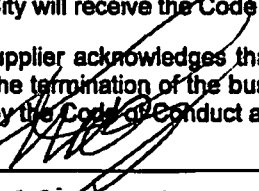
At a minimum, the City requires that all vendors/suppliers meet the following standards:

- 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.
- 1. Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

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

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

Signature:  Printed name: Michael Lucy
 Title: President Date: 1/6/2015
 Company Name: Mid State Industries



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

City Project Number: 2014-26 City Project Name: Dining Room Roof Reinforcing & Ceiling Stabilization
 City Department: Engineering Department Contact Person: Debbie LaBrau City Ext. _____
 Company Name: Mid State Industries
 Company Address: 1105 Catalyn St. Schenectady, NY 12303
 Company Telephone No.: 518-374-1461 Company Fax No.: 518-381-6820
 Contractor Primary Contact for This Project: Michael Lucey Title: President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

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

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

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

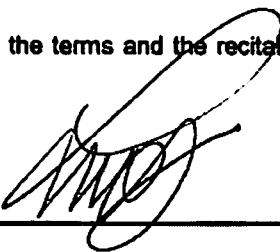
It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all

other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

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

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in rebidding 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:  _____ Date: 1/6/15



STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Mid State Industries
2. Permanent main office address. 1105 Catalyn St. Schenectady NY 12303
3. Year organized. 1970
4. If a Corporation, where incorporated. New York
5. How many years have you been engaged in the contracting business under your present firm or trade name? 45 years
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Guestar Bows III \$250,000	John watts	1-607-772- 6007 ext. 119	John.watts@ ibigroup.com
Mont Pleasant HS \$544,000	Larry Tune	518-528- 4377	Ltune@tcco.com
Berne Emergency Library Repair \$38,620	Peter Shunney	518-872- 0946	Pshunney@ hkweso.k12.ny.us

7. General character of work performed by your company.
Restoration & Roofing, General Construction
8. Have you ever defaulted on a contract? If so, where and why?
No.
9. Have you ever failed to complete any work awarded to you? No.
10. For the contractor or subcontractor installing the ceiling anchorage, list three projects specializing in the repair and restoration (including installation of supplemental support) of plaster, the cost of the project, the year completed, and contact information for the project reference.

PROJECT NAME	CONTRACT AMOUNT	YEAR COMPLETED	CONTACT NAME/PHONE
Saratoga City Hall Annex	\$170,125	2014	Debbie LaBreche
St. Johns the Evangelist	\$30,000	2000	Father Carlino
Mount McGregor	\$75,000	2010	Patrick Szabo

11. List your major equipment available for this contract.

Skywork, JLG

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

See attached.

13. Credit available: \$ call for reference.

14. Give bank reference: First Niagara / Jerry Griggs

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

16. List the subcontractors you plan to work with on this project. They also need to submit the required levels of insurance outlined in the Risk & Safety Attachment.

Restore masonry

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

Dated this day of: January 6th 2015

Signature: 

Printed name: Michael Lucey

Title: President

Company: Mid State Industries

Company Address: 1105 Catalyn St.
Schenectady, NY 12303



REVISED 12-19-14

(SUBMIT THIS PROPOSAL WITH BID)

BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2014-26 – DINING ROOM ROOF REINFORCING & CEILING STABILIZATION

IFB Opening: Thursday, JANUARY 8, 2015 at 2:00 p.m.

**AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**

BID PROPOSAL SUBMITTED BY

Bidder: Mid State Industries

(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the instructions to bidders and specifications and hereby agrees to provide all labor, delivery, removals, accessories, materials, machinery, tools, testing equipment, and other means of construction necessary to complete work as outlined in these project documents.

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have forty (40) calendar days to substantial completion and forty five (45) calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for materials.

It is anticipated that the facility will be ready for active work to begin on February 9, 2015. Work must be substantially complete with the facility ready for public events no later than March 20, 2015.

LUMP SUM PRICE

IN WRITING

BASE BID WRITTEN IN WORDS:

= \$ One hundred twenty seven thousand five hundred

TOTAL BID WRITTEN IN WORDS (BASE BID + TEN THOUSAND DOLLAR ALLOWANCE):

= \$ One hundred thirty seven thousand five hundred

IN NUMERALS

BASE BID (IN NUMERALS):

\$ - 127,500 —

TOTAL BID IN NUMERALS (BASE BID + \$10,000.00): =

\$ - 137,500 —

BASE BID:

Generally, work includes the services of qualified contractors as follows:

Shore existing roof framing and install supplemental support and steel reinforcement in attic space. Install supplemental anchorage through existing plaster ceiling and remove temporary strap supports. Work includes all shoring, jacking, and temporary access necessary as well as lead-safe renovation measures as specified.

BID ALTERNATES:

None.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ - 10,000 — security as required by the Instructions to Bidders for the project.

ALLOWANCE:

Bid includes a \$10,000.00 allowance for additional work that the Owner may request from the bidder for unforeseen conditions during the project. Allowance is to be in accordance with Paragraph 11.02 C Contingency Allowance of the Standard General Conditions of the Construction Contract.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. 1 dated 12/19

Addendum No. _____ dated _____

- Resume of On-Site OSHA Competent Person in Charge of Lead Safety Including Proof of Lead Awareness Training (Included with bid)**
- Explanation of Bidders General Approach Regarding Access and Protection of Existing Facilities (Included with bid)**
- Specification Sheet for Vacuum Shrouded Drill to be used during the work (Included with bid)**


PROPOSED EQUIVALENTS:

Not Applicable – None allowed for this project.

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner 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 sixty (60) 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, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: _____, 2015
Signed:  _____ (Principal of Company)
Printed Name: Michael L way Title: President
Company: Mid State Industries
Address: 1105 Catalyn St.
Schenectady, NY 12303
Telephone Number: 374-1461 Fax Number: 381-6820
Cellular Number: N/A
Email: Amanda@midstateHd.com

MSI

MID-STATE INDUSTRIES, LTD.

Roofing • Sheet Metal • Exterior/Interior Restoration Specialists

KEY PERSONNEL

<u>NAME-TITLE</u>	<u>EXPERIENCE</u>
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1105 Catalyn Street • Schenectady, NY 12303 • (518) 374-1461 phone • (518) 381-6820 fax

Revised 2/19/2014

Supplemental Bidding Documents

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/05/2015

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

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


PRODUCER Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME: PHONE / FIC No. Ext: 518 783-2665		FAX (A/C. No.): 5187838754
	ADDRESS:		
INSURED Mid-State Industries, Ltd. 1105 Catalyn Street Schenectady, NY 12303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Harleysville Insurance Co. of N		10674
	INSURER B: Merchants Mutual Insurance Co		23329
	INSURER C:		
	INSURER D:		
	INSURER E:		

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.

INSUR LTR	TYPE OF INSURANCE	ADD/CHG/RRR INVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BIPD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MPA00000035411K	05/30/2014	05/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA00000075238J	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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		CUP0000274	05/30/2014	05/30/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ISSUED SEPARATELY BY NYSIF			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lease/Rent Eqpt		MPA00000035411K	05/30/2014	05/30/2015	\$100,000/Ded: \$1,000
A	Installation Fit		MPA00000035411K	05/30/2014	05/30/2015	\$250,000/Ded: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedules, if more space is required)
 ***FOR BID PURPOSES, ONLY *** EVIDENCE OF COVERAGE

CERTIFICATE HOLDER FOR BID PURPOSES - TO WHOM IT MAY CONCERN	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 



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 867-3663

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141542080
MID-STATE INDUSTRIES LTD
1105 CATALYN ST
SCHENECTADY NY 12303

POLICYHOLDER
MID-STATE INDUSTRIES LTD
1105 CATALYN ST
SCHENECTADY NY 12303

CERTIFICATE HOLDER
SAMPLE CERTIFICATE FOR
BIDDING PURPOSES
SCHENECTADY NY 12303

POLICY NUMBER
G 1317 095-6

CERTIFICATE NUMBER
823471

PERIOD COVERED BY THIS CERTIFICATE
01/01/2011 TO 01/01/2015

DATE
9/25/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1317 095-6 UNTIL 01/01/2015, 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 SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

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

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 903507509

Completed a 10-hour Occupational Safety and Health

Construction Safety & Health

Chris Peters

06/05/08

(Date)

This is to certify that

Chris Peters

has completed

3026.62-Lead Safety Awareness Training

No Score

06/05/08

Saratoga Safety Inc.

Cansevoort, NY



Roofing • Sheet Metal • Exterior/Interior Restoration Specialists

Explanation of Bidders General Approach

January 7, 2015

In regards to access, a stair tower will be constructed on the East side of the building leading up to the low roof adjacent to the pair of doors leading in to the dining room for all personal working above the ceiling. A 40' JLG .40 will be used to mobilize materials to the low roof on the East side of the building in the same manner when the emergency ceiling strapping was completed. All materials will be staged and mobilized to the roof from the East side of the building.

In regards to owner's protection, red rosin paper will be installed under all OSB board supporting the scaffolding that will be used in the dining room. 4 mill poly will be installed over all window treatment and ornate lighting on all columns. 1/4" plywood will be placed over the stained glass when working in the vicinity of the lites.

Housekeeping will be accomplished on a daily bases and all egress to the building will be unimpeded by any construction.

Thank you for the opportunity to be of service to you. If you have any questions, do not hesitate to contact our office.

Sincerely,

Jimmy Capobianco

NYSIF **New York State Insurance Fund**
Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649
Phone: (518) 437-6400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 320357063
RESTORE MASONRY INC
19 ST AGNUS HIGHWAY
COHOES NY 12047

POLICYHOLDER RESTORE MASONRY INC 19 ST AGNUS HIGHWAY COHOES NY 12047	CERTIFICATE HOLDER MID STATE INDUSTRIES LTD 1105 CATALYN STREET SCHENECTADY NY 12303
--	--

POLICY NUMBER A 2282 340-5	CERTIFICATE NUMBER 682998	PERIOD COVERED BY THIS CERTIFICATE 07/03/2013 TO 07/03/2016	DATE 11/14/2014
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2282 340-5 UNTIL 07/03/2016, 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.

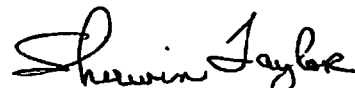
IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/03/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
CHRIS PETERS
SOLE OWNER/OFFICER FOR RESTORE
MASONRY INC

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

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 438064050



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DM

DATE (MM/DD/YYYY)

11/14/2014

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 Sutton & Tarantino Ins. Agency 17 Division Street Saratoga Springs, NY 12866 Rod J Sutton	CONTACT NAME: Rod J Sutton		
	PHONE (AG, HQ, Ext): 518-584-7600	FAX (AG, HQ): 518-584-8291	
ADDRESS: PRODUCER CUSTOMER ID #: RESTO-1			
INSURED Restore Masonry, Inc % Chris Peters 64 Pine Lane Stillwater, NY 12170	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Grange		14798
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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.

CLASS	TYPE OF INSURANCE	ADDITIONAL	INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR	NOVO		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	MEPUS227L	11/15/2014	11/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			CUU3227L	11/15/2014	11/15/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 As required by written contract, the certificate holder is additional insured for ongoing and completed operations of the named insured, on a primary and non-contributory basis. RE: Masonry/Repointing brick at Broadway, Saratoga Springs, NY.

CERTIFICATE HOLDER Mid-State Industries, LTD 1105 Catalyn Street Schenectady, NY 12303-1836	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 
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