



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:

- Bid Proposal - 2 sets - 1 original, 1 copy
- Acknowledgements - 1 each
- Waiver of Immunity and Non-Collusive Bidding Certification - 1 each
- Vendor Code of Conduct - 1 each
- 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 #: 2015-24 - CASINO DINING ROOM CLERESTORY RESTORATION

Name of Bidder: Mid State Industries

Bid Opening: Friday, September 4, 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**

*Meets all risk requirements
for 11/19/15*



BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2015-42 – CASINO DINING ROOM CLERESTORY WINDOW RESTORATION

IFB Opening: Thursday, November 19, 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, Ltd.

(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, inspection 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 120 calendar days to substantial completion and 140 calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for materials.

DESCRIPTION	LUMP SUM PRICE	
	IN WRITING	NUMBERS
1 BASE BID	One hundred thirty-three thousand one hundred ninety-three dollars and no cents	\$133,193 ⁰⁰
2 ALLOWANCE	TEN THOUSAND DOLLARS AND ZERO CENTS	\$10,000.00
3 ADD ALTERNATE 1	Fifty-one thousand five hundred dollars and no cents	\$51,500 ⁰⁰
TOTAL BID (LUMP SUM BASE BID + ADD ALT. 1 + ALLOWANCE) WRITTEN IN WORDS - \$ <u>One hundred ninety-four thousand</u> <u>Six hundred ninety-three dollars and no cents.</u>		TOTAL BID (NUMBERS) \$ <u>194,693⁰⁰</u>

BASE BID:

Restore eighty-four (84) historic galvanized iron windows including shimming and other framing modifications required for a proper fit. Provide weathertight protection at window openings during removals. Restore/replace architectural millwork associated with windows. Install new window sills and 20 oz. lead coated copper sill flashing as specified in project documents.

BID ALTERNATES:

ADD ALTERNATE 1 - Furnish and install eighty-four (84) new custom storm windows on exterior of historic galvanized iron windows as specified in project documents.

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% of Bid Amount security as required by the Instructions to Bidders for the project.

UNIT PRICES (For Owners Information Only. This is a lump sum bid.):

Contractor agrees to perform the following work at the stipulated unit price, in accordance with the Contract Documents. Stated unit prices, which shall be net to the Owner and shall include all allowances for material, equipment, labor, installation cost, supervision, overhead (including bond costs) and profit. The following unit prices are for Owner's information and are requested for work that is beyond the scope of this lump sum bid:

DESCRIPTION			UNIT PRICE		TOTAL PRICE (NUMBERS)
	APPROX. QTY.	UNIT	(IN WRITING)	(NUMBERS)	
1 Restoration of historic galvanized iron windows	84	ea	One hundred twenty-eight dollars and twenty-five cents	\$128.25	\$10,773.00
2 New storm windows on exterior of existing windows w/ Low E Safety Glazing	42	ea	Four hundred ninety-three dollars and no cents	\$493.00	\$20,706.00
3 New storm windows on exterior of existing windows w/ Clear Safety Glazing	42	ea	Four hundred eighteen dollars and no cents	\$418.00	\$17,556.00
4 Restoration of existing architectural millwork associated with windows	100	lf	Ten dollars and forty-six cents	\$10.46	\$1,046.00
5 Replacement of existing architectural millwork associated with windows w/ western red cedar	200	lf	Thirteen dollars and seventy-five cents	\$13.75	\$2,750.00
6 Replacement of existing window sills w/ SYP	200	lf	Thirty dollars and eighty-five cents	\$30.85	\$6,170.00
7 Replacement of existing window framing w/ PT lumber	25	lf	Twenty-eight dollars and fifty cents.	\$28.50	\$712.50
10 New custom fabricated 20 oz. zinc coated copper window sill flashing w/ drip edge, caulked and sealed	150	lf	Forty dollars and no cents	\$40.00	\$6,000.00

ALLOWANCE:

Bid includes a \$10,000.00 allowance for additional work that the Owner may request from the bidder 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 November 5, 2015

Addendum No. _____ dated _____

PROPOSED EQUIVALENTS:

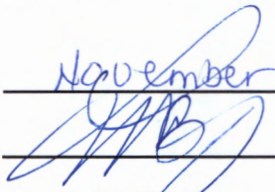
Must be accepted prior to bid date. See General and Supplemental Conditions for Submittal Procedures.

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 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, 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: November 19, _____, 2015

Signed:  _____ (Principal of Company)

Printed Name: Michael Lucey _____

Title: President _____

Company: Mid-State Industries, Ltd. _____

Address: 1105 Catalyn Street _____
Schenectady, NY 12303-1836 _____

Telephone Number: 518-374-1461 _____ Fax Number: 518-381-6820 _____

Cellular Number: _____

Email: peggie@midstateltd.com _____

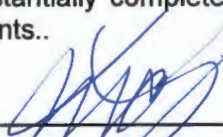


Acknowledgements

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, Ltd.

Address: 1105 Catalyn Street
Schenectady, NY 12303-1836

Date: November 19, 2015

Telephone Number: 518-374-1461

Cellular Number: _____

Facsimile Number: 518-381-6820

Email Address: peggie@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: November 19, 2015

Company: Mid-State Industries, Ltd. Address: 1105 Catalyn Street, Schenectady, NY 12303-1836

Subscribed to under penalty of perjury under the laws of the State of New York, this 19th day of November, 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 Lucey

Title: President Date: November 19, 2015

Company Name: Micl-State Industries, Ltd., 1105 Catalyn Street, Schenectady, NY 12303-1836



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

City Project Number: 2015-42 City Project Name: Casino Dining Room Clerestory Window Restoration

City Department: Engineer Department Contact Person: Debbie LaBrecke City Ext.

Company Name: Mid-State Industries, Ltd.

Company Address: 1105 Catalyn Street, Schenectady, NY 12303-1836

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:** Three Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

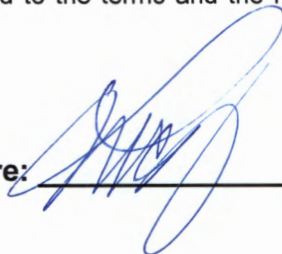
It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, 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: November 19, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2015

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 First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210	CONTACT NAME: Beth Murray
	PHONE (A/C No. Ext): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Bethany.Murray@fnrm.com
INSURED Mid-State Industries, Ltd. 1105 Catalyn St Schenectady NY 12303	INSURER(S) AFFORDING COVERAGE
	INSURER A National Fire Insurance Co of
	INSURER B Continental Casualty Company
	INSURER C Merchants Mutual Ins Co.
	INSURER D American Casualty Company of
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15/16 Mid State 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
A	GENERAL LIABILITY			5092136634	5/30/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU Incd						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			5092136620	5/30/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> \$250 Comp Ded	<input checked="" type="checkbox"/> \$500 Coll Ded					\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE 011237579	5/30/2015	5/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5092136648	5/30/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equipment			MAC4294142	5/30/2015	5/1/2016	Limit \$500,000
E	Installation			MAC4294142	5/30/2015	5/1/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Canfield Casino Dining Room Roof Reinforcement & Ceiling Stabilization The City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees are added to the General Liability coverage as Additional Insured on a primary and non-contributory basis if required by written contract with respect to the above project.

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

Additional Named Insureds

Other Named Insureds

Catalyn Enterprises, Inc

MSI

MSI Building Restoration Inc



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, Ltd.
2. Permanent main office address. 1105 Catalyn Street, Schenectady, NY 12303-1836
3. Year organized. 1975
4. If a Corporation, where incorporated. State of 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
Canfield Casino Dining Room Reinforcement & Stabilization \$137,500	Debbie LaBreche	518-587-7098, ext. 2616	debbie.labreche@saratoga.springs.org
Village of Cambridge \$83,489.52	Jack Healy Ryan Biggs	518-406-5506, ext. 316	jhealy@ryanbiggs.com
St. Johnsville CSD \$679,910	John Watts BCK-IBI Group	607-772-0007, ext. 119	john.wtts@ibigroup.com

7. General character of work performed by your company.
General Construction, Roofing, Restoration, Carpentry, Masonry
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. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please see attached.

11. List your major equipment available for this contract.

We own all major equipment needed for this project

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

Please see attached

13. Credit available: \$ after award.

14. Give bank reference: First Niagara, Jerry Griggs, 518-393-0480

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, if in contention for bid

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.

To be determined

17. Does your business sponsor an active apprenticeship program? yes

Is the program currently registered with the NYS Department of Labor? yes

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 November 19, 2015

Signature: 

Printed name: Michael Lucey

Title: President

Company: Mid-State Industries, Ltd.

Company Address:

1105 Catalyn Street, Schenectady, NY 12303-1836



Bond No. MIDS11-11-15-1

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 (\$ X); 10% of the Amount Bid Dollars (\$ Ten Percent of the Amount Bid) 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, November 19th, 2015.

For IFB #: 2015-42 – CASINO DINING ROOM CLERESTORY WINDOW RESTORATION

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 11th day of November, 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 Street, Schenectady, NY 12303
BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL
Michael Lucey, President Hartford Casualty Insurance Company

ATTEST: Rainey _____
One Hartford Plaza T-4, Hartford, CT 06115
CORPORATE SURETY
Renee A. Manny AFFIX CORPORATE SEAL
Renee A. Manny, Attorney-in-Fact

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. **MIDS11-11-15-1**

C On this 11th day of **November, 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 Vanat.

JENNIFER S. VANAT
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 11th day of **November, 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 Vanat.

JENNIFER S. VANAT
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.
U
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: 888-266-3488 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.



Wesley W. Cowling

Wesley 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.



Kathleen T. Maynard

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

CERTIFICATE

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 **November 11th, 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, June 30, 2015
 Statutory Basis

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 66,738,767	Reserve for Claims	\$
Bonds of Other Governments	70,921,014	and Claim Expense.....	1,035,894,448
State, County Municipal		Reserve for Unearned Premiums	280,746,723
Miscellaneous Bonds	1,768,825,380	Reserve for Taxes, License	
Stocks	2,189,874	and Fees	6,501,077
Short Term Investments	60,661,052	Miscellaneous Liabilities	20,181,133
	\$ 1,969,336,087	Total Liabilities	\$ 1,343,323,381
Real Estate	\$ 0	Capital Paid In \$	4,800,000
Cash	1,758,484	Surplus	957,463,615
Agents' Balances (Under 90 Day)	0	 	
Other Invested Assets	48,676,208	Surplus as regards Policyholders.....	\$ 962,263,615
Miscellaneous	285,816,217	Total Liabilities, Capital	
Total Admitted Assets	\$ 2,305,586,996	and Surplus	\$ 2,305,586,996

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

}

ss.

M. Ross Fisher, Vice President, and John Gray, 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 June 30, 2015.

Subscribed and sworn to before me
 this 7th day of October, 2015.

Kathleen T. Maynard

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



M. Ross Fisher

M. Ross Fisher, Vice President

John Gray

John Gray, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2015

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 First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210		CONTACT NAME: Beth Murray PHONE (A/C, No, Ext): (716) 819-5500 FAX (A/C, No): (716) 819-5140 E-MAIL ADDRESS: Bethany.Murray@fnrm.com	
INSURED Mid-State Industries, Ltd. 1105 Catalyn St Schenectady NY 12303		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance Co of	
		INSURER B: Continental Casualty Company	
		INSURER C: Merchants Mutual Ins Co.	
		INSURER D: American Casualty Company of	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15/16 Mid State 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
A	GENERAL LIABILITY			5092136634	5/30/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU Incd						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/PO/AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			5092136620	5/30/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> \$250 Comp Ded	<input checked="" type="checkbox"/> \$500 Coll Ded					\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE 011237579	5/30/2015	5/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5092136648	5/30/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equipment			MAC4294142	5/30/2015	5/1/2016	Limit \$500,000
E	Installation			MAC4294142	5/30/2015	5/1/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Canfield Casino Dining Room Roof Reinforcement & Ceiling Stabilization The City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees are added to the General Liability coverage as Additional Insured on a primary and non-contributory basis if required by written contract with respect to the above project.

CERTIFICATE HOLDER City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bonetto/BMURRA
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Additional Named Insureds

Other Named Insureds

Catalyn Enterprises, Inc

MSI

MSI Building Restoration Inc