



CITY OF SARATOGA SPRINGS

City Council Meeting



January 13, 2017

City Council Room
Special Council Meeting

 [Print](#)

1:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

CONSENT AGENDA

MAYOR'S DEPARTMENT

ACCOUNTS DEPARTMENT

1. Award of Bid: Casino Dining Room Rehab - Plaster Repairs to PCC Contracting, Inc.

FINANCE DEPARTMENT

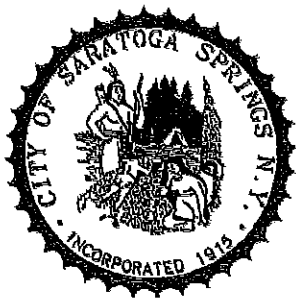
PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to sign contract with PCC Contracting Inc for the Canfield Casino Ballroom & Parlor Restoration Project

PUBLIC SAFETY DEPARTMENT

SUPERVISORS

ADJOURN



City of Saratoga Springs

OFFICE OF PUBLIC WORKS

CITY HALL

8 Lake Avenue

Saratoga Springs, New York 12866

Telephone 518-587-3550

Fax 518-587-2417

www.saratoga-springs.org

ANTHONY J. SCIROCCO
COMMISSIONER

TIMOTHY J. COGAN
DEPUTY COMMISSIONER

Memorandum

To: Commissioner John Franck

From: Commissioner Anthony "Skip" Scirocco

Subject: Award of Bid – #2016-37

Date: January 4, 2017

The City of Saratoga Springs Department of Public Works is requesting to add to the January 13, 2017 special City Council Agenda, the award of bid for the "Casino Dining Room Rehab - Plaster Repairs" to PCC Contracting, Inc. of Schenectady, NY.

The total amount of the bid is \$389,475.00

Anthony J. "Skip" Scirocco



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

Telephone 518-587-8550
Fax 518-687-6512

JOHN P. FRANCK
COMMISSIONER

MAIRE MASTERSON
DEPUTY COMMISSIONER

Award of Bid Sign-Off Form

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

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

Department requesting the Award of Bid: PUBLIC WORKS

Project or Item Being Awarded: 2016-37 CASINO REHAB - DINING ROOM PLASTER REPAIRS

Vendor Who Won the Bid: PCC CONTRACTING, INC.

Budget Line Item: H3537112 52000 1165 (\$205,446.69 AVAILABLE IN PO 160948)

Budget Line Item: H3537112 52000 1165 (\$600,000.00 AVAILABLE IN 2017 FUNDS)

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

Stacey Richards
Assistant Purchasing Agent

1/4/17
Date

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

[Signature]
Director of Risk and Safety

1/4/17
Date

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

Request for Certification of Sufficient Funds

Submittal Date: 1/3/17

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

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

Vendor:

Project: Casino Rehab- Dining & Parlor Room Plaster
Plaster Repairs

Appropriation – Current Budget Expense Org/Object/Proj(s):
H3537112-S2000-1165 (\$205,446.69 available in PO 160948) ✓
H3537112-S2000-1165 (\$600,000.00 available in 2017 Funds) ✓

Amount Requested for Approval: \$ 389,475.00 ✓

Current Amount Available: \$ 805,446.69

Transfer/Amendment Pending:

Transfer/Amendment Date:



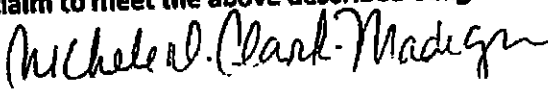
Department Head Signature

1/4/17

Date

Certification of Sufficient Funds

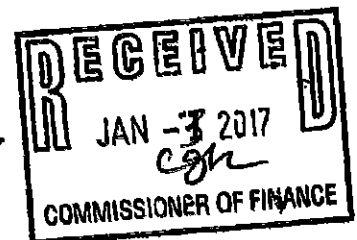
The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.



Commissioner of Finance

1/3/17

Approval Date



Casino Ballroom Final Plaster Restoration RFP 2016-37**Mid-State Industries**

Michael Lucey
1105 Catalyn Street
Schenectady, NY 12303
peggie@midstateltd.com

Base Bid \$780,046.00
Alt. 1 \$1,650.00
Alt. 2 \$63,437.00
Total Bid \$875,137.00 (Should be \$875,133.00)

<u>Purchasing</u>	<u>Risk and Safety</u>
Meets	Meets
Requirements	Requirements

VMJR Companies, LLC

Timothy Hughes
73 Mohican Street
Glens Falls, NY 12801
info@vmjrcompanies.com

Base Bid \$378,000.00
Alt. 1 \$99,750.00
Alt. 2 \$65,000.00
Total Bid \$572,750.00

Meets	Meets
Requirements	Requirements

MLB Construction Services, LLC

James Dawsey
One Stone Break Rd.
Malta, NY 12020
jmdawsey@mlbind.com

Base Bid \$514,445.00
Alt. 1 \$28,000.00
Alt. 2 \$26,600.00
Total Bid \$599,045.00

Meets	Meets
Requirements	Requirements
	Conditional

PCC Contracting, Inc.

Michael Lock
1861 Chrysler Avenue
Schenectady, NY 12303
mlock@pcccontracting.com

Base Bid \$359,475.00
Alt. 1 \$52,540.00
Alt. 2 \$20,410.00
Total Bid \$462,425.00

Meets	Meets
Requirements	Requirements
	Conditional



City of Saratoga Springs, NY Contract

City Project Number: 2016-37 City Project Name: CASINO BALLROOM FINAL PLASTER RESTORATION
City Department: D.P.W. Department Contact Person: DEBBIE LABRECHE City Ext. 2618
Company Name: PCC CONTRACTING, INC.
Company Address: 1881 CRISLER AVENUE, SCHENECTADY, NY 12303
Company Telephone No.: 518-785-8000 Company Fax No.: 518-631-0040
Vendor and/or Service Provider Primary Contact: MICHAEL LOCK Title: PRESIDENT
Primary Contact Email: mlock@pcccontracting.com
Service to be Provided: DECORATIVE PLASTER RESTORATION IN CASINO BALLROOM INCLUDING REPAIRS & PAINTING
Remit Name (If different from above): _____
Remit Address: _____

- DECORATIVE PLASTER RESTORATION IN CASINO BALLROOM**
- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for A, the Vendor and/or Service Provider submitted proposals dated 12-22-2016 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
 - Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 03-24-2017. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
 - Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$389,475.00, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
 - Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of D.P.W. is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is MICHAEL LOCK. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner of D.P.W., City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

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

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

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

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

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

- A. For projects whose total value is between Zero and \$100,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

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

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

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

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

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

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

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

Vendor and/or Service Provider Signature: Michael K. Loch Date: 1/3/17

Print Name: Michael K. Loch Title: President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: _____



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

Mason Foreman: Monty L. Montgomery

Relevant Project Experience: Monty has been working in the masonry restoration business for over 25 years. He is a 20 year member of Bricklayers and Allied Craftworkers.

Notable Projects:

Mt. McGregor Correctional Facility Steam Tunnel

Role: Foreman, **Scope:** Concrete

Ellis Hospital Parking Garage Rehabilitation

Role: Foreman, **Scope:** Concrete, Drainage

Church of St. Peter Exterior Restoration

Role: Superintendent, **Scope:** Unit Masonry Replacement, Repointing, Precast Removal/Replacement, Stone Repairs, Precast Concrete Repairs, Sealants

New York State Capital Phase I/II Masonry and Roof Rehabilitation

Role: Superintendent, **Scope:** Stone Removal/Replacement, Masonry Restoration, Sealants

New York State Capital - Great Western Staircase Restoration

Role: Superintendent, **Scope:** Brownstone Restoration, Masonry Restoration Cleaning

Pleasant Valley Middle School Masonry Restoration

Role: Superintendent, **Scope:** Brick Repointing, Brick Replacement, Stone Repair, Terra Cotta Replacement, Restoration Cleaning, Concrete Repairs, and Joint Sealants.

80 Wolf Road Masonry Repairs

Role: Foreman, **Scope:** Unit Masonry Replacement, Masonry Restoration, Stone Repairs, Sealants

Saratoga Springs Fire Department

Role: Superintendent, **Scope:** Cornice Repair, Stone Pediment Stabilization

Kate Mullany House Historical Restoration

Role: Superintendent, **Scope:** Brick Replacement, Brick Repointing, Masonry Restoration Cleaning, Paint Removal, Roofing/Sheetmetal

Rockefeller Institute of Government Restoration

Role: Foreman, **Scope:** Masonry Restoration, Masonry Cleaning, Terra Cotta Restoration, Dimensional Stone, Sealants

Franklin D. Roosevelt Ash Pit Hyde Park, NY

Role: Superintendent, **Scope:** Brick Replacement/Rebuild, Bluestone Restoration

Spirit of Life & Trask Memorial

Role: Foreman, **Scope:** Limestone Restoration

1861 Chrisler Avenue • Schenectady, NY 12303 • **Phone** 518.785.8000 • **Fax** 518.631.0040



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

President/Project Manager: Michael K. Lock

Relevant Project Experience: *All Projects Performed By PCC Contracting, Inc.*
Role: Owner/Project Manager

Notable Projects:

West Point Military Academy - Eisenhower Hall Exterior Restoration
Ellis Hospital Parking Garage Rehabilitation
Corporate Woods Parking Garage Rehabilitations (11,20,22)
111 Washington Ave Parking Garage Rehabilitation
Church of St. Peter Exterior Restoration
SUNY Albany Admin - 1215 Western Ave. Exterior Restoration
44 Holland Ave Exterior Rehabilitation
264 State Street Exterior Restoration
Charlton Town Hall Main Entrance Stair
Kate Mullany House Historical Restoration
Empire State Plaza Promenade Restoration
Port Jervis Free Library Exterior Restoration
NYS DEC Exterior Façade Restoration
Ohav Sholom Senior Housing Façade Rehabilitation (Phase 1,2)
80 Wolf Road Exterior Masonry Façade Restoration
Central Park School Exterior Restoration
Pleasant Valley School Exterior Restoration
New York State Education Building Façade Rehabilitation
North Shore Hospital Parking Garage Rehabilitation
Mt. McGregor Correctional Facility Steam Tunnel
Mid-State Correctional Facility Powerhouse Floor Repair

In addition to the above projects, Michael has successfully completed hundreds of masonry and concrete rehabilitation projects throughout the Northeast United States.

Michael has served in the capacities of Owner, President, Vice President of Operations, Project Executive, and Project Manager since graduating from Syracuse University in 1991.

Professional Affiliations:

International Concrete Repair Institute (ICRI)
Upstate NY ICRI Chapter (Vice President)
Eastern Contractors Association
Northeastern Subcontractors Association (Alternate Director)
Hudson Valley Contractors Association
Bricklayers and Allied Craftworkers Union – Journeyman Member

1861 Chrisler Avenue • Schenectady, NY 12303 • Phone 518.785.8000 • Fax 518.631.0040

www.pcccontracting.com

Canfield Casino Plaster Repair

ID	Task	Task Name	Duration	Start	Finish	Predecessors	1/15/17	1/20/17	1/25/17	1/30/17	2/5/17	2/10/17	2/15/17	2/20/17	2/25/17	3/1/17	3/6/17	3/11/17	3/16/17	3/21/17	3/26/17	3/31/17
1	★	Start Project	0 days	Tue 1/17/17	Tue 1/17/17																	
2	★	Scaffolding and Temporary Protection	5 days	Tue 1/17/17	Mon 1/23/17	2																
3	★	Lead Abatement	12 days	Wed 1/18/17	Thu 2/2/17																	
4	★	Plaster Repairs	34 days	Mon 1/23/17	Thu 3/9/17																	
5	★	Painting	25 days	Mon 2/13/17	Fri 3/17/17																	
6	★	Remove Scaffolding and Temporary Protection	4 days	Mon 3/20/17	Thu 3/23/17																	
7	★	Punchlist	3 days	Wed 3/22/17	Fri 3/24/17																	
8	★	Project Substantially Complete	0 days	Fri 3/17/17	Fri 3/17/17																	
9	★	Project Final Completion	0 days	Sat 3/25/17	Sat 3/25/17																	

Task	Task Name	Duration	Start	Finish	Predecessors	1/15/17	1/20/17	1/25/17	1/30/17	2/5/17	2/10/17	2/15/17	2/20/17	2/25/17	3/1/17	3/6/17	3/11/17	3/16/17	3/21/17	3/26/17	3/31/17
Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule	Project Bid Schedule
Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16	Date: Thu 12/22/16

Prepared By: PCC Contracting, Inc.



Bond No. PCCC12-20-16-1

Bid Bond

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, PCC Contracting, Inc.
as Principal and RLI Insurance Company as SURETY are held and firmly bound unto Owner
hereinafter called CITY OF SARATOGA SPRINGS in the sum of Ten Percent of the Amount Bid Dollars
(\$ 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, December 22nd, 2016.

For RFP #: 2016-37 – CASINO BALLROOM FINAL PLASTER 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
20th day of December, 2016, 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: _____
PCC Contracting, Inc.
CORPORATE PRINCIPAL:
1861 Chrysler Ave, Schenectady NY 12303
BUSINESS ADDRESS

BY [Signature] AFFIX CORPORATE SEAL
Michael K. Lock, President

RLI Insurance Company

ATTEST: [Signature]

P.O. Box 3967, Peoria IL 61612

CORPORATE SURETY

[Signature] AFFIX CORPORATE SEAL

Renee A. Manny,

Attorney-in-Fact

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. PCCC12-20-16-1

C On this 20th day of December, 2016 before me personally came
O Michael K. Lock to me known, being sworn
R by me, did depose and say that he/she resides in Glenville, NY
P that he/she is the President of PCC CONTRACTING INC
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.

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

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

S On this 20th day of December, 2016 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 RLI 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



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Kevin J. Garrity, Renee A. Manny, Lori A. Francett, Vikki L. LaVean, Tanya Volk, Mary Dixon, John F. Murray, Jr., John C. Tickner, Diane M. Peligain, Jennifer Susan Vanat, jointly or severally

in the City of East Greenbush, State of New York, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of August, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS



On this 3rd day of August, 2016
before me, a Notary Public, personally appeared Barton W. Davis
who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 20th day of December 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2015

Admitted Assets

Investments:

Fixed maturities	\$ 649,350,928
Equity securities	886,479,641
Short-term investments	3,616,870
Real estate	25,589,867
Properties held to produce income	0
Cash on hand and on deposit	14,281,348
Other invested assets	19,263,658
Receivables for securities	925,089
Agents' balances	75,730,616
Investment income due and accrued	6,471,239
Funds held	4,000
Reinsurance recoverable on paid losses	22,780,869
Federal income taxes receivable	243,841
Net deferred tax asset	0
Guarantee funds receivable or on deposit	55,809
Electronic data processing equipment	
net of depreciation	733,924
Receivable from affiliates	12,292,822
Other admitted assets	7,263,351

Total Admitted Assets \$ 1,725,093,482

State of Illinois }

County of Peoria }

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 487,302,887
Unearned premiums	232,132,017
Accrued expenses	61,383,378
Funds held	676,513
Advance premiums	5,787,136
Amounts withheld	60,525,980
Dividends declared and unpaid	23,946
Ceded reinsurance premium payable	24,419,854
Payable for securities	1,992,972
Statutory penalties	212,609
Current federal & foreign income taxes	0
Federal income tax payable	4,647,848
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	24,389
Other liabilities	708,688
Total Liabilities	\$ 858,625,034

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	612,816,939

Total Surplus \$ 865,268,398

Total Liabilities and Surplus \$ 1,725,093,482

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New York and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2015.

Attest:



{ Corporate Seal Affixed }

Craig Kliehemes President

Cherie L. Montgomery Assistant Secretary

Sworn to before me this 9th day of March, 2016.



{ Notarial Seal Affixed }

Jacqueline M. Bockler Notary Public, State of Illinois

M0058316



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

RESTORATION PROGRAM

In accordance with Division 9 Section 092300-Gypsum Plaster Part 1 Paragraph 1.4 "Submittals" Paragraph E. Restoration Program, we offer the following synopsis of our proposed "Restoration Program". This program is intended to identify our companies approach to insuring the highest quality workmanship possible for the restoration of the Canfield Casino Ballroom.

Quality Control

The contract documents are well developed and thought out. PCC will work closely with the Owner's representative and designer to assure quality control through on-site mockups and sample panels. In addition, PCC Contracting, will employ a quality control specialist, with 30 years of Historical Plaster Repair supervisory experience, who will monitor the work throughout the project.

Safety

PCC Contracting employs a loss control specialist who will make weekly site safety visits to the project. All of our employees are 10-hour OSHA certified with the majority having 30-hour OSHA training certificates.

Personnel

PCC Contracting employs only the highest-grade mechanics and laborers available. We employ 30+ restoration tradesmen with over 450 years of combined experience. Our roster of Restoration Plaster Specialist's for this project includes the following personnel.

Plastering Foreman: Carl Graziano

Carl has 29 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- New York State Capital – East Quad Restoration
- Vassar College - New England Building Library
- Hyde Collection Museum

Plastering Journeyman: Joe Darwak

Joe has 29 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- New York State Capital – East Quad Restoration
- Vassar College New England Building Library
- New York State Capital – Records Relocation Rooms

Plastering Journeyman: Rick Eddols

Rick has 30 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- Albany County Courthouse Renovation
- Alfred E. Smith Renovation
- Hackett Middle School Renovation

Plastering Journeyman: Bill Kloss

Bill has nearly 20 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- Albany County Courthouse Renovation
- St. Francis of Assisi Interior Plaster Restoration
- Hudson CF Interior Plaster Restoration

Plastering Journeyman: Dan Lock

Danny has 25 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- Albany County Courthouse Renovation
- St. Francis of Assisi Interior Plaster Restoration
- Carnegie Library Interior Plaster Restoration

Plastering Journeyman: Tom Keays

Tom has over 35 years of decorative plaster restoration experience with extensive experience in historic plaster restoration and reproduction.

Notable Projects:

- Albany County Courthouse Renovation
- St. Francis of Assisi Interior Plaster Restoration

Project Superintendent: Monty Montgomery

Monty has 25 years of building restoration experience with extensive experience in supervising multiple trade restorations.

Notable Projects:

- Rockefeller Institute of Government
- New York State Capital – Phase I and II Masonry and Roof Rehabilitation
- New York State Capital – Great Western Staircase Restoration

Subcontractors

PCC Contracting will be utilizing subcontractors for portions of the project.

- Bench Cast Plaster Moldings – Hayles & Howe Ornamental Plasterwork
- Scaffolding – Tri-City Scaffolding
- Painting – Mapco Enterprises
- Lead Abatement – Clean Air Environmental Services

Subcontractors will be professionally managed and monitored to assure quality and safety requirements.

Schedule

The plaster restoration sequence is depicted in the attached construction schedule. We are confident that the milestone dates outlined in the specifications and our attached schedule will be met.

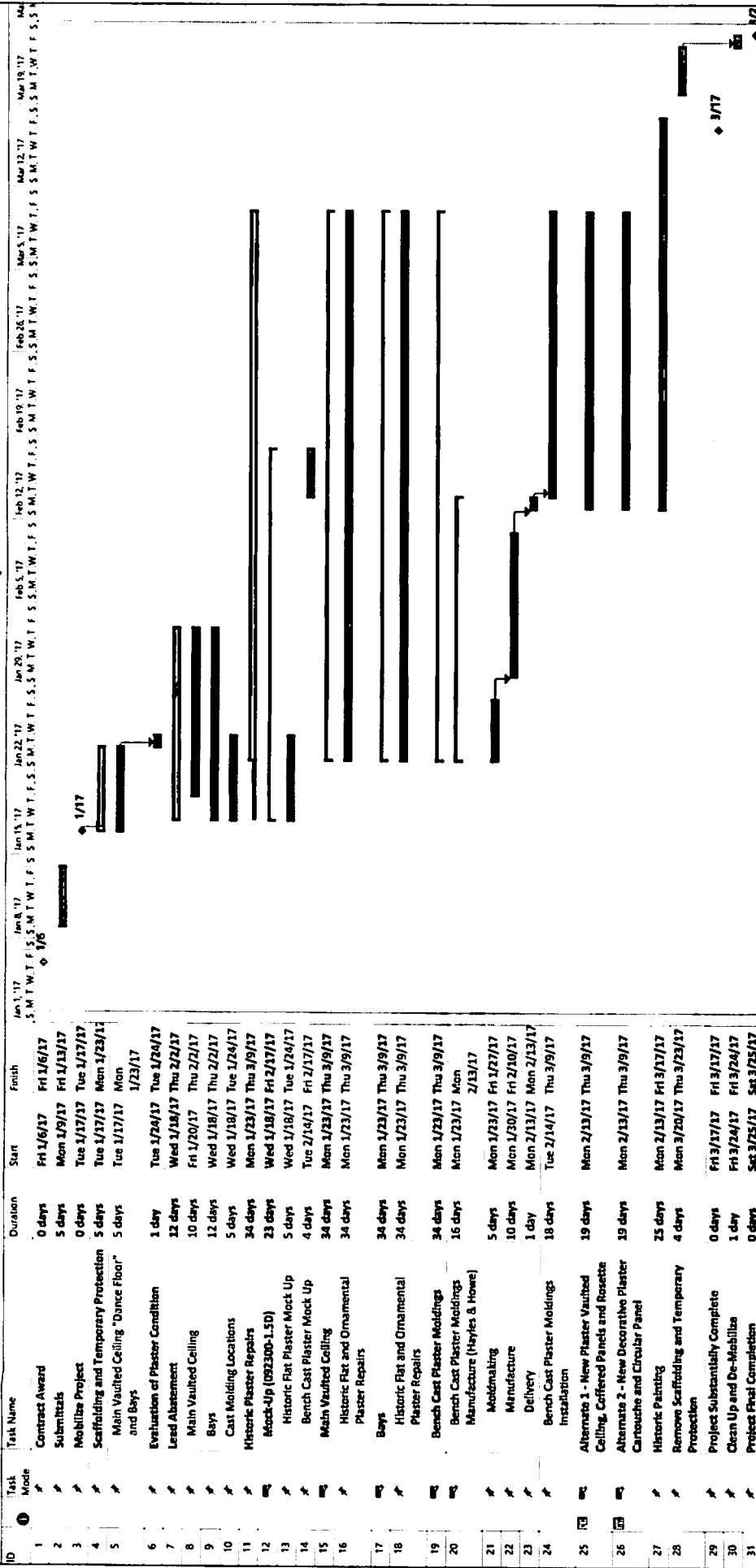
Protection

Undisturbed building features and existing construction will be temporarily supported, covered and protected to prevent any collateral disturbance of building elements. Great care will be taken to protect/cover the building furnishings, mirrors, chandeliers, wall sconces, painting, stained glass, and flooring.

Conclusion

In summary, the contract documents will be honored and PCC Contracting, Inc. will be sensitive to the special needs of this landmark building and its occupants.

Canfield Casino Plaster Repair



Project: 122316 Detailed Bid Sc
Date: Fri 12/23/16

Task: ☐ Milestone ☐ Summary

Project Summary: ☐ Inactive Task ☐ Inactive Milestone ☐ Inactive Summary

Manual Task: ☐ Manual Summary ☐ Manual Summary

Start-only: ☐ Finish-only: ☐ External Tasks: ☐ External Milestone: ☐

Deadline: ☐ Progress: ☐ Manual Progress: ☐

Prepared By: PCC Contracting, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2016

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 THE MCKANE GROUP, INC. PO Box 1408 Pine Bush NY 12566		CONTACT NAME: Owen McKane III PHONE: (845) 524-4533 FAX: (845) 524-4534 E-MAIL: omckane@mckanegroup.com ADDRESS:	
INSURED PCC Contracting, Inc. 1861 Chrysler Avenue Schenectady NY 12303		INSURER(S) AFFORDING COVERAGE INSURER A: The Netherlands Insurance Company INSURER B: Excelsior Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1652601036

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	CBP8988239	5/27/2016	5/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA8851927	5/27/2016	5/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 200,000
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		Y	CU8852227	5/27/2016	5/27/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine/Install Float			IM8857631	5/27/2016	5/27/2017	See Below for Details when applicable

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

Project: 2016-37 / Casino Ballroom Final Plaster Restoration

PCC #1708 - Canfield Casino

Additional Certificate conditions located on following note pad.

Policy form 17-490 applies: 30 days notice of cancellation with 10 days notice for cancellation for non-pay.

CERTIFICATE HOLDER**CANCELLATION**

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

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

AUTHORIZED REPRESENTATIVE

Owen McKane III/SARA

COMMENTS/REMARKS

City of Saratoga Springs, its officers, or its employees are provided additional insured status with completed operations on a primary, and non-contributory basis with waiver of subrogation as respects General Liability (policy forms 22-132 & 22-126); additional insured as respects Auto Liability (policy form 16-59C); and Waiver of Subrogation as respects Umbrella Liability (policy form 14-296) when required by written contract or agreement. Umbrella Liability is follow form policy (policy forms: 14-275, 14-93).
Policy forms included: (22-132, 22-135, 22-126, 16-59C, 14-296, 14-275, and 14-93).

ADDITIONAL COVERAGES

Ref #	Description Work Loss	Coverage Code	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Death indemnity	Coverage Code DTH	Form No.	Edition Date
Limit 1 2,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 300169397
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



Scan to Validate

POLICYHOLDER

PCC CONTRACTING INC
1861 CHRISLER AVE
SCHENECTADY NY 12303

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS
474 BROADWAY
RE: 2016-37 / CASINO BALLROOM
SARATOGA SPRINGS NY 12866

POLICY NUMBER
G1356 956-1

CERTIFICATE NUMBER
934403

POLICY PERIOD
04/01/2016 TO 04/01/2017

DATE
12/20/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1356 956-1, 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 YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

MICHAEL K LOCK- PRESIDENT
PCC CONTRACTING INC
1 OF 2

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 661350605



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

1a. Legal Name and Address of Insured (Use street address only) P.C.C CONTRACTING INC 1861 CHRISLER AVENUE SCHENECTADY, NY 12303	1b. Business Telephone Number of Insured 518-785-8000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4651919 1d. Federal Employer Identification Number of Insured or Social Security Number 300169397
2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 #2016-37/Casino Ballroom Final Plaster Restoration	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity listed in box "1a": DBL200257 3c. Policy effective period: 06/01/2016 to 05/31/2018

4. Policy covers:

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

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

Date Signed 12/20/2016 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

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

State of New York Worker's Compensation Board

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

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



1PCC #1708 - Canfield Casino / City Project: #2016-37 - Casino Ballroom Final Plaster Restoration

12/30/20

From: **Lori Blackburn**

To: **Debbie LaBreche, P.E.**

Cc: **Michael Lock** **Leigh Lock** **rmartino**

PCC Executed Contract 12.30.16.pdf (16 MB) [Download](#) | [Remove](#)

Certificate of Liability.pdf (18.1 KB) [Download](#) | [Remove](#)

Disability.pdf (217.7 KB) [Download](#) | [Remove](#)

Worker Comp..pdf (104.8 KB) [Download](#) | [Remove](#)

[Download all attachments](#)

[Remove all attachments](#)

Good Afternoon Mr. LaBreche,

Attached, please find PCC Contracting, Inc. executed contract and insurance certificates. Both Performance, Labor and Material bonds were ordered and PCC Contracting, Inc. will send as soon as the bonds are received.

-
Thank you and if you have any question, please feel free to contact me.

Sincerely,
PCC Contracting, Inc

Lori Blackburn
Contract Administrator
1861 Chrysler Avenue
Schenectady, NY 12303



BID PROPOSAL

CAF

**ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:
RFP #: 2016-37 – CASINO BALLROOM FINAL PLASTER RESTORATION**

RFP Opening: Thursday, DECEMBER 22, 2016 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: PCC Contracting, Inc.
(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 seventy (70) calendar days to substantial completion and eighty (80) 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 Casino will be available for active work to begin on January 17, 2017. Work must be complete and the Casino shall be ready for use no later than March 25, 2017.

LUMP SUM PRICE	
IN WRITING:	
BASE BID WRITTEN IN WORDS:	
= \$	THREE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS \$ 359,475.00
TOTAL BID IN NUMERALS (BASE BID + ADD ALTERNATE 1 + ADD ALTERNATE 2 + \$30,000.00):	
= \$	FOUR HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS \$ 462,425.00
IN NUMERALS:	
BASE BID (IN NUMERALS):	\$ 359,475.00
ADD ALTERNATE 1 (IN NUMERALS):	\$ 52,540.00
ADD ALTERNATE 2 (IN NUMERALS):	\$ 20,410.00
TOTAL BID IN NUMERALS (BASE BID + ADD ALTERNATE 1 + ADD ALTERNATE 2 + \$30,000.00):	
	\$ 462,425.00

BASE BID:

Generally, work includes all labor, materials, machinery, scaffolding, tools and other appurtenances, means and methods necessary to complete the work as described, as well as lead-safe renovation measures as specified : Decorative plaster restoration in the Casino Ballroom including repairs and painting as per the plans and specifications.

BID ALTERNATES:

Addendum 2 Revision:

New plaster vaulted ceiling coffered panels & rosette

ALTERNATE NO. 1: ~~Plaster Column Capital Replacement Work.~~

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for General Work:

ALTERNATE NO. 2: ~~Construction of Molds for Decorative Plaster Reproduction Work.~~

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for General Work:

UNIT PRICES (FOR OWNERS INFORMATION):

Provide all work in accordance with the requirements of the Specifications and the Drawings for the following:

Addendum 2 Revision:

New decorative plaster cartouche & circular panel.

UNIT PRICE 1: THREE COAT FLAT PLASTER REPLACEMENT as described in Division 01 Section "Unit Prices".

Add Forty Four Dollars (\$ 44.00)/Square Foot

UNIT PRICE 2: FINISH COAT PLASTER REPLACEMENT as described in Division 01 Section "Unit Prices".

Add THIRTY ONE Dollars (\$ 31.00)/Square Foot

UNIT PRICE 3: PLASTER SMALL CRACK REPAIR as described in Division 01 Section "Unit Prices".

Add TWENTY FIVE Dollars (\$ 25.00)/Linear Foot

UNIT PRICE 4: PLASTER LARGE CRACK REPAIR as described in Division 01 Section "Unit Prices".

Add FIFTY TWO Dollars (\$ 52.00)/Linear Foot

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

ALLOWANCE:

Bid includes a \$30,000.00 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 12.7.16

Addendum No. 2 dated 12.8.16

Addendum No. 3 dated 12.9.16

PROPOSED EQUIVALENTS: Addendum No. 4 dated 12.19.16

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: 12/22, 2016

Signed: Michael K. Lock (Principal of Company)

Printed Name: Michael K. Lock Title: President

Company: PCC Contracting, Inc.

Address: 1861 Chrysler Avenue
Schenectady, NY 12303

Telephone Number: 518-785-8000 Fax Number: 518-631-0040

Cellular Number: 518-441-5982

Email: mlock@pcccontracting.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 K. Lock

Title: President

Company: PCC Contracting, Inc.

Address: 1861 Chrisler Avenue

Schenectady, NY 12303

Date: 12/22/16

Telephone Number: 518-785-8000

Cellular Number: 518-441-5982

Facsimile Number: 518-631-0040

Email Address: mlock@pcccontracting.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."

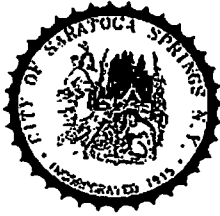
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth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

Signature: Michael K. Lock Print Name: Michael K. Lock

Title: President Date: 1861 Chrysler Avenue

Company: PCC Contracting, Inc. Address: Schenectady, NY 12303

Subscribed to under penalty of perjury under the laws of the State of New York, this 22nd day of Dec, 2016 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.

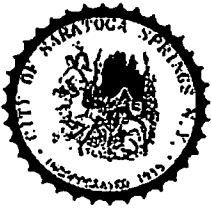
Signature: 

Printed name: Michael K. Lock

Title: President

Date: 12/22/16

Company Name: PCC Contracting, Inc.



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

Casino Ballroom Final
 City Project Number: 2016-37 City Project Name: Plaster Restoration Prevailing Wage Project No.: PRC 2016011356
 City Department: City Clerks Office Department Contact Person: Stefanie Richards City Ext. _____
 Company Name: PCC Contracting, Inc.
 Company Address: 1881 Chrisler Avenue, Schenectady, NY 12303
 Company Telephone No.: 518-785-8000 Company Fax No.: 518-631-0400
 Contractor Primary Contact for This Project: Michael K Lock Title: President

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

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

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

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

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

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

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

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

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

Contractor Signature: _____

Michael K. Lock, President

Date: _____

12/22/16



STATEMENT OF BIDDER'S QUALIFICATIONS

The Canfield Casino is a significant historic building listed on the National Register of Historic Places and has been designated a National Historic Landmark. Each Bidder must demonstrate, to the satisfaction of the Owner, that his firm and the personnel to be employed in the execution of the work possess requisite experience in comparable work on other buildings listed on the National Register of Historic Places.

The submission of this signed and notarized form is a requirement of the Bidding Documents. All items must be answered and the data given must be clear and comprehensive. Failure to answer these questions in a complete manner will result in rejection of the bid. The Owner reserves the right to reject any bidder who, in the judgment of the Owner and based on a review of the Qualification Forms, is not qualified to perform the work of the Contract as specified. The Owner's decisions regarding rejection of the bids based on bidder's qualifications shall be final.

All the following questions must be answered. Questions No. 1 through 4 refer specifically to the General Contractor's firm and shall be used to determine ability of General Contractor to manage and perform the quality of work required under this Contract. Questions 5 through 8 refer to the Restoration Specialist that will be performing the indicated work, should your firm be awarded the Contract. Data given must be clear and comprehensive. If needed, answers may be on separate attached sheets. Photographic data may be furnished on jobs listed.

1. Name of Bidder. PCC Contracting, Inc.
2. Permanent main office address. 1861 Chrysler Avenue, Schenectady, NY 12303
3. Year organized. 2003
4. If a Corporation, where incorporated. New York
5. How many years have you been engaged in the business of decorative plaster restoration under your present firm or trade name? 13

6. How many years has your organization been in business under its present name?

13 years

7. How many years under previous business names (if any)? N/A

List previous names: N/A

8. List all projects on which historic preservation/restoration/renovation work of a similar size, scope, and nature to Work of this Contract was performed within the past five (5) years on buildings listed on the National Register of Historic Places. A minimum of two (2) projects successfully completed in the past five (5) years is required to be acceptable. A contractor need not have performed all of the above types of construction on a single project. Provide a brief description of each of the listed projects.

Project Name & Address	Year	Cost	Owner (Tel.#)	Architect (Tel.#)
1. <u>See Attached - Item #8: Completed Historic Preservation/Restoration/Renovation Projects</u>				
2. _____				
3. _____				
4. _____				

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.

Provide the names of proposed supervisors and foremen to be employed on this job. Indicate on which job, of the ones listed above, they have worked. On separate sheet, give brief resume of each describing their specific qualifications and past experience in supervising, directing and executing work comparable to that required in this project.

Name	Number of years associated with firm	Jobs on which they have worked (selected from above)
1. <u>Monty Montgomery (super)</u>	<u>10</u>	<u>Item #8 Projects #2,3,4,6,7,8 (see attached resume)</u>
2. <u>Michael K. Lock (project manager)</u>	<u>13</u>	<u>Item #8 All Projects (see attached resume)</u>
3. _____		
4. _____		
5. _____		

9. Will you subcontract any part of the work? Yes If so, list subcontractors and their trade: They also need to submit the required levels of insurance outlined in the Risk & Safety Attachment.

1. Hayles & Howe - Plaster Moldings
2. MAPCO - Painting
3. _____
4. _____
5. _____

10. List at least three (3) jobs involving comparable INTERIOR DECORATIVE PLASTER RESTORATION WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

Project Name & Address	Year	Cost	Owner (Tel. #)	Architect (Tel. #)
1. <u>See Attached - Item #10: Interior Decorative Plaster Restoration Projects</u>				
2. _____				
3. _____				
4. _____				

11. Provide the names of skilled journeymen personnel to be employed on this job for INTERIOR DECORATIVE PLASTER RESTORATION WORK. Indicate on which job, of the ones listed above, they have worked. On separate sheet, give brief resume of each describing their specific qualifications and past experience in performing roof restoration work comparable to that required in this work. Name Number of years Jobs on which they have worked associated with firm (selected from above)

1. Carl Graziano (foreman)
2. Joe Darwak, Rick Eddolls, Tom Keays (journeymen)
3. Gregg Earhart (consultant)

4. _____

12. List at least three (3) jobs involving comparable INTERIOR DECORATIVE PAINTING WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

Project Name & Address	Year	Cost	Owner (Tel. #)	Architect (Tel. #)
1. First Church of Albany	2014	\$250,000.00	John G Waite Architects 518-449-5440	
2. Albany City Hall Windows	2016	\$100,000.00	John G Waite Architects 518-449-5440	
3. Academy Park	2016	\$150,000.00	Lacy Thale Reilly Wilson Architecture 518-375-1485	
4. _____				

13. Provide the names of skilled journeymen personnel to be employed on this job for INTERIOR DECORATIVE PAINTING WORK. Indicate on which job, of the ones listed above, they have worked. On separate sheet, give brief resume of each describing their specific qualifications and past experience in performing exterior architectural woodwork restoration work comparable to that required in this work.

Name Number of years Jobs on which they have worked associated with firm (selected from above)

1.	Michael J. Lawler 15+ years - all jobs
2.	Joseph Ferrandino 15+ years - all jobs
3.	Christopher Maliszewski 15+ years - all jobs
4.	_____

14. Have you ever defaulted on a contract? If so, where and why?

_____ No

15. Have you ever failed to complete any work awarded to you? _____ No

16. Credit available: \$ 2,500,000.00

17. Give bank reference: Key Bank, Mary Archer-Smith (518) 591-4181

18. 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

19. Does your business sponsor an active apprenticeship training program? Yes

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



CONTRACTING INCORPORATED

1861 Chrisler Avenue
Schenectady, NY 12303

ITEM #8 - Completed Historic Preservation/Restoration/Renovation Projects:

Project # / Description	Contact	Scope	Year Completed	Value
#1 Spirit of Life & Spencer Trask Memorial Saratoga Springs	Lacey Thaler Architecture 79 North Pearl Street Albany, NY Attention: Daniel Wilson Phone: (518) 375-1485	- Limestone Restoration - Exterior Plaster Restoration	2015	\$241,700.00
#2 St. Joseph's Church Greenwich, NY	Preservation Architecture 43 Marion Avenue Albany, NY Attention: Marilyn Kaplan Phone: (518) 459-6460	- Masonry Restoration - Slate & Sheetmetal Roofing Repairs	2013	\$300,000.00
#3 Franklin D. Roosevelt Ash Pit Hyde Park, NY	National Park Service Northeast Region - Central MABO 200 Chestnut Street, 3rd Floor Philadelphia, PA 19106 Attention: Michael Fatale Phone: 267-528-1421	- Rebuild Brick Vaulted Roof - Reset Bluestone Steps	2013	\$36,500.00
#4 SUNY Albany Rockefeller Institute of Govt. 411-415 State Street 13 Henry Johnson Blvd. Albany, NY	Architecture Plus 297 River Street Troy, NY 12180 Attention: Mr. Peter Church, RA Phone: (518) 272-4481	- Masonry Restoration - Masonry Cleaning - Terra Cotta Restoration - Dimensional Stone - Joint Sealants - Plastering	2012/2013	\$710,000.00
#5 The College of St. Rose Brubacher Hall 750 State Street Albany, NY	Eastern Building & Restoration 2 Commerce Ave Albany, NY Attention: Mr. Michael Martin Phone: (518) 435-2345 Secco & McKinney Architects Attention: Jim McKinney Phone: (518) 783-8933	- Masonry Restoration - Masonry Cleaning	2012	\$76,275.00
#6 Saratoga Springs Fire Department 60 Lake Avenue Saratoga Springs, NY	Ryan Biggs Associates 257 Ushers Road Clifton Park, NY 12065 Attention: Chad Reinemann Phone: (518) 406-5506	- Cornice Repair - Stone Pediment Stabilization	2012	\$133,575.00
#7 Kate Mullany National Historical Site Troy, NY	Ryan Biggs Associates 257 Ushers Road Clifton Park, NY 12065 Attention: Mr. Jack Healy, PE Phone: (518) 406-5506	- Brick Removal/Replacement - Masonry Restoration Cleaning - Roofing/Sheetmetal - Paint Removal - Repointing	2011	\$142,000.00
#8 Church of St. Peter Steeple Saratoga Springs, NY	Ryan Biggs Associates 257 Ushers Road Clifton Park, NY 12065 Attention: Mr. Jack Healy, PE Phone: (518) 406-5506	- Brick/CMU Replacement - Stone Replacement - Masonry Repointing - Stone Patching/Carving - Roofing/Sheetmetal	2010	\$318,700.00
#9 Pleasant Valley School Alterations Schenectady, NY	BCI Construction, Inc. 20 Loudonville Road Albany, NY 12204 Attention: Russ Gauthier Phone: (518) 426-3200	- Masonry Restoration - Interior Plaster Repair - Exterior Plaster Repair	2012	\$453,000.00

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CONTRACTING INCORPORATED

1861 Chrysler Avenue
Schenectady, NY 12303

ITEM #8 - Completed Historic Preservation/Restoration/Renovation Projects (continued):

<u>Project # / Description</u>	<u>Contact</u>	<u>Scope</u>	<u>Year Completed</u>
#10 Empire State Plaza - Swan Street Building Albany, NY	Titan Roofing, Inc. 200 Topley Street Springfield, MA 01104-2827 Attention: Tony Pazmino Phone: (413) 536-1624	- Stone Restoration	2015
Value: \$2,508,000.00			
#11 Schoharie Head Start Schoharie, NY	Ryan Biggs Associates 257 Ushers Road Clifton Park, NY 12065 Attention: Mr. Jack Healy, PE Phone: (518) 406-5506	- Masonry Restoration	2016
Value: \$682,548.00			
#12 Andy Murphy Center Kingston, NY	J. Paul Vosburgh Architects 721 Madison Avenue Albany, NY 12208 Attention: Mr. Paul Vosburgh Phone: (518) 427-1470	- Masonry Restoration - Sheet Metal - Plaster	2015
Value: \$508,875.00			
#13 Highland CSD Highland, NY	The Palombo Group 6030 Route 82 Village Centre Standordville, NY 12581 Attention: Mr. Kevin Conn Phone: (845) 868-1239	- Masonry Restoration	2016
Value: \$818,152.00			



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ITEM #10 - Interior Decorative Plaster Restoration Projects:

<u>Project # / Description</u>	<u>Contact</u>	<u>Scope</u>	<u>Year Completed</u>
#1 Albany County Court House	Envision Architects 52 James Street Albany, NY 12207 Phone: (518) 462-1848	- Decorative Plaster Restoration	2011
Value:			\$203,850.00
#2 Hudson Correctional Facility Hudson, NY	Bunkpff General Contractor 790 Watervliet-Shaker Rd Latham, NY 12110 Phone: (518) 786-0871	- Plaster Restoration	2016
Value:			\$142,000.00
#3 St. Francis of Assisi Albany, NY	St. Francis of Assisi 391 Delaware Avenue Albany, NY 12209 Attention: Deacon Ray Sullivan	- Plaster Restoration	2012
Value:			\$87,000.00

In 2015, PCC Contracting, Inc. acquired the assets of North East Specialty Services. The following projects were completed by personnel currently employed by PCC Contracting, Inc.

#4 NYS Capital - East Roof	Owner: NYS OGS Architect: Simpson Gumpartz Heger Engineers GC: Consigli Construction	- Interior Plaster Reconstruction	2012
Value:			\$375,000.00
#5 Vassar College Library	Owner: Vassar College GC: Kirchoff Consigli	- Ornamental Plaster Reconstruction	2013
Value:			\$189,000.00

We have numerous other references if required.

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www.pcccontracting.com

Request for Certification of Sufficient Funds

Submittal Date: 1/3/17

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

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

Vendor:

Project: Casino Rehab- Dining & Parlor Room Plaster
Plaster Repairs

Appropriation – Current Budget Expense Org/Object/Proj(s):

H3537112-52000-1165 (\$205,446.69 available in PO 160948)✓

H3537112-52000-1165 (\$600,000.00 available in 2017 Funds)✓

Amount Requested for Approval: \$ 389,475.00 ✓

Current Amount Available: \$ 805,446.69

Transfer/Amendment Pending:

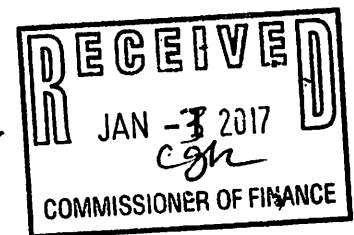
Transfer/Amendment Date:



Department Head Signature


1/4/17

Date



Certification of Sufficient Funds

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



Commissioner of Finance

1/3/17

Approval Date

Zimbra

marilyn.rivers@saratoga-springs.org

Fwd: Tri-City Scaffolding Insurance

From : Marilyn Rivers <marilyn.rivers@saratoga-springs.org>

Wed, Jan 11, 2017 02:13 PM

Subject : Fwd: Tri-City Scaffolding Insurance 3 attachments**To :** Lisa Ribis <lisa.ribis@saratoga-springs.org>, Lisa Shields <lisa.shields@saratoga-springs.org>, Vince DeLeonardis <vince.deleonardis@saratoga-springs.org>, Stefanie Richards <stefanie.richards@saratoga-springs.org>**Cc :** Michael Veitch <michael.veitch@saratoga-springs.org>, Donna Buckley <donna.buckley@saratoga-springs.org>, Skip Scirocco <skip.scirocco@saratoga-springs.org>, John Franck <johnfranck@your-cpas.com>, Maire Masterson <maire.masterson@saratoga-springs.org>

Risk and Safety approves the Award of Bid for PCC Contracting with one approved subcontractor as of this date.

That subcontractor is Tri-City Scaffolding.

Risk and Safety does not have any other information on the subcontractors that may be utilized on this project at this time as that information has not been provided and cannot thus take any responsibility with regard to the insurance for them.

I will approve the PCC Contract with the same stipulations.

Marilyn

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Thank you for your cooperation.

----- Forwarded Message -----

From: "Debbie Labreche" <debbie.labreche@saratoga-springs.org>

To: "Marilyn Rivers" <marilyn.rivers@saratoga-springs.org>

Cc: "Skip Scirocco" <skip.scirocco@saratoga-springs.org>, "Michael Veitch" <michael.veitch@saratoga-springs.org>, "Donna Buckley" <donna.buckley@saratoga-springs.org>, "Lori Blackburn" <lblackburn@pcccontracting.com>, "Michael Lock" <mlock@pcccontracting.com>, "rmartino" <rmartino@pcccontracting.com>

Sent: Wednesday, January 11, 2017 1:33:43 PM

Subject: Tri-City Scaffolding Insurance

See attached the COI, RSA, Disability, Workers Comp and other insurance documents from PCC for their subcontractor Tri-City Scaffolding. Please let me know if you need anything else.

--

Deborah LaBreche, P.E.
Asst. City Engineer
474 Broadway - City Hall
Saratoga Springs, NY 12866
Office Phone: 518-587-7098 Ext. 2616
Mobile: 518-390-0963
Fax: 518-580-9480
Email: debbie.labreche@saratoga-springs.org

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011317 Award of Bid 2016-37.pdf

3 MB



Tri-City Scaffolding Insurances 1-11-17.pdf

766 KB



Marilyn Rivers.vcf

205 B
