

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage – Phase 2
Bid Number: 2021-010

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
March 18, 2021	Addendum #1
March 29, 2021	Addendum #2
March 30, 2021	Addendum #3

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- Randy H. Dowling, President
- Patterson-Stevens, Inc., 400 Sawyer Avenue, Tonawanda, NY 14150
- Email: rhadowling@pattersonstevens.com
- Phone: (716) 873-5300
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage – Phase 2
Bid Number: 2021-010

Bid Item #1	Total \$ <u>15,000.00</u>
Bid Item #2	Total \$ <u>47,500.00</u>
Bid Item #3	Total \$ <u>6,250.00</u>
Bid Item #4A	Total \$ <u>25,000.00</u>
Bid Item #4B	Total \$ <u>6,250.00</u>
Bid Item #4C	Total \$ <u>6,250.00</u>
Bid Item #4D	Total \$ <u>2,500.00</u>
Bid Item #5	Total \$ <u>125,000.00</u>
Bid Item #6A	Total \$ <u>13,000.00</u>
Bid Item #6B	Total \$ <u>35,000.00</u>
Bid Item #6C	Total \$ <u>15,000.00</u>
Bid Item #7A	Total \$ <u>55,000.00</u>
Bid Item #7B	Total \$ <u>24,000.00</u>
Bid Item #8	Total \$ <u>147,000.00</u>
Bid Item #9	Total \$ <u>38,000.00</u>
Bid Item #10	Total \$ <u>33,000.00</u>
Bid Item #11	Total \$ <u>35,000.00</u>
Bid Item #12	Total \$ <u>80,000.00</u>
Bid Item #13	Total \$ <u>20,000.00</u>
Bid Item #14	Total \$ <u>40,000.00</u>
Bid Item #15	Total \$ <u>10,000.00</u>
Bid Item #16	Total \$ <u>15,000.00</u>

Bid Item #17 Total \$ 113,000.00

Bid Item #18 Total \$ 17,500.00

A. TOTAL LUMP SUM BASE BID (Bid Items #1- #18)

\$ 924,250.00

Project Contingency Allowance. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

B. 10% PROJECT CONTINGENCY ALLOWANCE

\$ 92,425.00

Field Engineering & Construction Administration Allowance. Contractor shall carry a Testing and Inspection Allowance to authorize design Engineer of Record to visit the site to assist the Construction Manager with evaluations of the quantity, limits and depth of deterioration and unforeseen conditions discovered by the Contractor during construction beyond the limits of the Work indicated in the Contract Documents. Upon recognizing the need to provide Field Engineering and Construction Administration Services, the Contractor shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. There will be no retainage for this line item. The Contractor shall not obtain the services of the Engineer of Record and/or perform any additional work until the Contractor receives written authorization from the County Engineer.

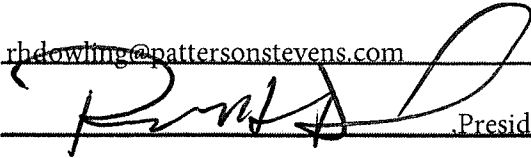
C. FIELD ENGINEERING & CONSTRUCTION ADMINISTRATION ALLOWANCE

\$ 180,000.00

A. Total Lump Sum Base Bid (Bid Items #1 - #18)	
(Price in Words):	Nine Hundred Twenty-Four Thousand, Two Hundred Fifty Dollars and Zero Cents
(Price in Numbers):	\$ <u>924,250.00</u>
B. 10% Project Contingency Allowance	\$ <u>92,425.00</u>

C. Field Engineering & Construction Administration Allowance	\$ <u>180,000.00</u>
D. TOTAL BID (A + B + C = D) (Price in Words): (Price in Numbers):	One Million, One Hundred Ninety-Six Thousand, <u>Six Hundred Seventy-Five Dollars and Zero Cents</u> \$ <u>1,196,675.00</u>

Alternate Item #1 (Level 5 Waterproofing)	Total \$ <u>192,000.00</u>
Alternate Item #2 (New Knee Walls & Storefronts at Roof Stair Vestibules)	Total \$ <u>65,000.00</u>
Alternate Item #3 (New CMU Wall at Connecting Corridor – Roof Level)	Total \$ <u>25,000.00</u>

COMPANY: Patterson-Stevens, Inc.
ADDRESS: 400 Sawyer Avenue
CITY, STATE, ZIP: Tonawanda, NY 14150
TEL. NO.: (716) 873-5300
FAX NO.: (716) 873-4094
FEDERAL TAX ID NO.: 16-0978209
REPRESENTATIVE: Randy H. Dowling
E-MAIL: rhadowling@pattersonstevens.com
SIGNATURE AND TITLE  President
DATE March 31, 2021

BID ITEM DESCRIPTIONS & WORKSHEET

ALBANY COUNTY TIMES UNION CENTER GARAGE

REMEDIATION AND REPAIRS PROJECT – PHASE 2 (2021)

Albany Times Union Center

100 Beaver Street

Albany, NY 12207

PROPOSED PRICE

Summary Scope of Work: The scope of work for Phase 2 consists of selected structural repairs primarily at the façade of the parking garage, façade waterproofing, and lower level waterproofing (levels 1-5). In general, structural repair work within the garage was completed in Phase 1. Some work has been included in Phase 2 to address any residual repairs that remain. Assume structural repairs are isolated and piecemeal throughout the garage. Structural repair items include: Partial Depth repairs of pre-topped tees, Partial Depth/topping replacement at CIP pour strips, Overhead concrete patch repairs at beams & tee soffits, and Vertical concrete patch repairs at columns and walls (including the exterior façade). The main waterproofing work items include: new traffic bearing waterproofing membrane strips over pour strips, stairs and landings, new water repellant surface sealers over the lower level double tee floor slabs, new water repellant surface sealer over the entire concrete and CMU exterior façade, replacement of all façade sealants, and a new waterproofing coating over vertical concrete at the Roof level such as columns, parapet walls, column stubs etc. Other miscellaneous work is also included. Shotblast/powerwash cleaning (as applicable to location and substrate) will be required at all locations receiving new membranes, coatings and sealers. The scope of work is explained in more detail per each bid item as per following. In providing pricing for each bid item, the contractor shall consider the aggregate scope of work contained in the drawings, specifications and bid forms.

NOTES:

- CONTRACTOR TO PROVIDE WORK ACCESS THROUGHOUT THE PROJECT, INCLUDING ACCESS FOR THE ENGINEER FOR THE PURPOSES OF INSPECTING & MARKING REPAIRS. THIS INCLUDES ACCESS TO THE ENTIRE PARKING GARAGE FAÇADE.
- APPROPRIATE CONSTRUCTION BARRICADES, SAFE PEDESTRIAN ACCESS ROUTES TO THE EGRESS POINTS, STAIRS AND ELEVATORS, ETC. WILL BE PROVIDED BY THE CONTRACTOR TO ENSURE ISOLATION OF WORK AREAS FROM ACTIVE AREAS OF THE BUILDING; AND TO PROTECT BUILDING WORKERS/OCCUPANTS FROM FALLING DEBRIS. ALL REQUIRED EGRESS/INGRESS WILL BE MAINTAINED TO THE BUILDING AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE PORTABLE SANITARY FACILITIES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY REMOVAL OF ELECTRICAL AND SECURITY EQUIPMENT AS NEEDED TO PERFORM WORK.
- WATER AND POWER ARE AVAILABLE ON EACH FLOOR LEVEL OF THE PARKING GARAGE.
- CONTRACTOR STAGING AREA IS AVAILABLE 7/10/2021 IN THE GRASSY AREA & STRIPED PORTION OF ROADWAY ADJACENT TO THE SOUTH SIDE OF THE PARKING GARAGE, INCLUDING CONTRACTOR PARKING. PERMIT FEE REQUIRED, TO BE INCLUDED IN MISCELLANEOUS WORK. CONTRACTOR MAY NOT PARK IN THE PARKING GARAGE. A SMALL STAGING AREA IS AVAILABLE AT LEVEL 1 AND IS NOTED ON R-1 AND R-7.

- EVENT CALENDAR IS PROVIDED. CONTRACTOR MAY NOT PERFORM WORK ON EVENT DAYS.
- CONTRACTOR'S CREW TO ABIDE BY ALL COVID-19 PROTOCOL AS REQUIRED BY THE COUNTY, STATE AND OTHER GOVERNING JURISDICTIONS

Bid Item #1 – Mobilization & Demobilization:

For setting up all necessary protection and facilities required by State laws and City/County Ordinances, and the general mobilization and demobilization of equipment required for completion of the work as per Contract Documents and in accordance with material manufacturers recommendations or work ordered by the Owner's Representative. (Maximum Allowance for Mobilization and Demobilization is \$ 15,000).

LUMPSUM= \$ 15,000.00

CONCRETE REPAIRS

Bid Item #2 – Partial Depth Floor Slab Repairs:

This work consists of general partial depth patch repairs at cast-in-place pour strips, stair landings, pretopped tees, etc. at locations of concrete spalls, delaminations, debonded CIP topping, and other locations as determined by the owner's representative. Contractor shall assist Owner's Representative in marking repair areas, remove deteriorated and sound concrete minimum $\frac{3}{4}$ " beyond corroded steel reinforcement or down to surface of structural slab at locations of CIP topping, existing reinforcement to remain and be cleaned to white metal, prewet concrete substrate and patch with a new repair concrete. Slope new concrete same as existing. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising or removal to precast members as normally expected in precast concrete garage repairs, and provide shoring as required. Contractor shall provide new rebar dowels, WWF reinforcement, and anchors as noted in repair details. Contractor shall provide new tooled and sealed joints around the perimeter of patch and along tee joints within perimeter of patch. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 2/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500 SF X \$ 95.00 /SF = \$ 47,500.00

Bid Item #3 – Partial Depth Double Tee Patch Repairs at Shear Connectors:

This work consists of partial depth concrete and tee flange connector repairs at pre-topped double tees, at corroded and spalled locations to be determined by the owner's representative. Contractor shall assist Owner's Representative with marking repair areas in the field, sawcut $\frac{1}{2}$ " around perimeter of repair, remove deteriorated and sound concrete exposing the shear connector or reinforcement. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising and excess removal to precast members as normally expected in precast concrete garage repairs. Carbon steel shear connectors to be cleaned to white metal, and painted with zinc rich rust inhibitive coating. Stainless steel connector plates will require stainless steel rods, welds, and accessories. Repair area shall be patched with repair concrete. Contractor shall provide new tooled and sealed joints around the perimeter of repairs, and new backer rod and sealant along the tee-tee joint. Assume each repair location approximately 2 SF or less. Once connector is exposed, it will be inspected and broken connectors. Broken connectors shall be brought to the attention of the owner's representative and new supplemental connectors will be scheduled by the representative and shall be reimbursed as per bid item 12, do not include costs

for supplemental connections in this bid item. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 4/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

25 EA X \$ 250.00 /EA = \$ 6,250.00

Bid Item # 4 – Overhead Patch Repairs:

Work under this item includes overhead concrete patch repairs at deteriorated sections of the double tee flange soffits, structural girders, & tee stems at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per referenced details below, as per applicable sections of the specifications, and as directed by the Owner's Representative.

4A: AT TEE SOFFITS/DETAIL 5/R-20: 100 SF X \$ 250.00 /SF = \$ 25,000.00

4B AT TEE STEMS/DETAIL 6/R-20: 25 LF X \$ 250.00 /LF = \$ 6,250.00

4C AT GIRDERS/DETAIL 7/R-20: 25 SF X \$ 250.00 /SF = \$ 6,250.00

4D AT CORBELS/DETAIL 1/R-21: 10 SF X \$ 250.00 /SF = \$ 2,500.00

Bid Item #5 – Vertical Patch Repairs:

Work under this item includes vertical concrete patch repairs at deteriorated sections of the columns, walls, façade walls, etc. at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. Provide fluted finish at façade panel repairs same as existing. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per detail 9 and 10/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500SF X \$ 250.00 /SF = \$ 125,000.00

WATERPROOFING

Bid Item #6 – Façade Sealant Work:

6A – New sealants at Open Façade Joints: This item includes providing new sealant in open façade panel joints throughout the garage. Locations typically include typical wall panel/spandrel

beam joints between each other and the adjacent columns. Contractor shall provide work access, clean surfaces to receive new sealant free of deleterious material/dust/dirt/debris/corrosion deposits/etc., install new backer rod, prime, and properly install and tool new multi-component polyurethane sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

1,300 LF X \$ 10.00 /LF = \$ 13,000.00

6B – Replacement of Existing Façade Joint Sealant: This work includes removal and replacement of existing facade joint sealants at locations determined by the Owner's Representative. Locations typically include façade panels at stair towers and around openings (windows/doors/louvers/etc.). Contractor shall provide access remove existing sealant and backer rod, clean surfaces to receive new sealant free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., provide new backer rod, prime, and apply approved sealant. Polyurethane sealants will be typical, and are located at precast panel joints and between precast panels and columns. Silicone sealants will be used to replace glazing sealant (glass to window frames) at stair towers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

1,750 LF X \$ 20.00 /LF = \$ 35,000.00

6C – Wet Glaze all Window Frames: This work includes removal and replacement of existing window glazing seals with new structural silicone sealant. Contractor shall provide access, remove or cut back existing gaskets flush to mullions, clean surfaces free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., prime, and apply cove bead of new structural silicone sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 4/R-24 or per manufacturer's instructions, and as directed by the Owner's Representative.

750 LF X \$ 20.00 /LF = \$ 15,000.00

Bid Item #7 – New Traffic Bearing Waterproofing Membrane:

This work includes providing a new polyurethane traffic bearing Waterproofing membrane at selected areas of the parking garage. Areas include over CIP girder pour strips in turning bays at lower level floor slabs, CIP pour strips along the perimeter of lower level floor slabs, and at all stairs and landings. Work consists of thoroughly shot blast or sandblast cleaning the surfaces to be waterproofed, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Contractor may use pedestrian grade application on stairs/landings and use traffic bearing system on slabs. Provide any sealants required for the purposes of installing membrane such as cove sealants around all stair treads & landings, etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

7A – TRAFFIC MEMBRANE AT SLABS:10,000 SF X \$ 5.50 /SF = \$ 55,000.00

7B – PEDESTRIAN MEMBRANE AT STAIRS:3,000 SF X \$ 8.00 /SF = \$ 24,000.00

Bid Item #8 – New Water Repellant Surface Sealer Over Lower Level (2-5) Floor Slabs:

This work includes applying a silane based water repellant surface sealer over the lower level supported floor slab (levels 2-5). Contractor shall shotblast clean the floor slabs and apply water repellant sealer in strict accordance with the manufacturer's instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per manufacturer's instructions, and as directed by the Owner's Representative.

210,000 SF X \$.70 /SF = \$ 147,000.00

Bid Item # 9 - Façade Surface Sealer:

This work includes power washing and sealing the entire precast/concrete and masonry block façade surfaces with a new water repellant surface sealer after all the repairs are complete. Remove all stains (rust, etc.) from surface prior to applying sealer. This work includes all necessary scaffolding/swingstage and sidewalk protection. Existing signage and appurtenances such as conduits, light fixtures etc. shall be protected and shall remain; contractor to work around them for installation of sealers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, per manufacturer's instructions, and as directed by the Owner's Representative.

38,000 SF X \$1.00 /SF = \$ 38,000.00

Bid Item # 10 – New Waterproofing Coating at Roof Level Concrete:

This work includes applying an elastomeric façade waterproofing coating over the roof level vertical concrete including columns, top and interior faces of parapet walls, shear walls, etc. Contractor shall powerwash surfaces free of all deleterious materials and apply 2 coats of elastomeric façade waterproofing coating as per manufacturer's installation instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 3/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

11,000 SF X \$3.00 /SF = \$ 33,000.00

Bid Item #11 – Rout & Seal Selected Floor Slab Cracks:

This work consists of routing and sealing floor slab cracks at the Roof Level. Contractor shall rout 1/2" by 1/2" v-notch groove along crack, remove all dust, debris, and all other deleterious materials, and prime and seal using a two-component polyurethane sealant. Bid item includes all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, as per detail 5B/R-23 and as directed by the Owner's Representative and in accordance with manufacturer's installation instructions.

7000 LF X \$5.00 /LF = \$ 35,000.00

Bid Item #12 – Clean and Paint Metal Elements:

This work item consists of cleaning and repainting all metal elements in the garage including all stair railings (interior and exterior), bollards to remain, chains connected to the bollards (not scheduled for replacement), doors and frames, turnbuckles, etc. Contractor shall provide work access, clean steel free of existing corrosion deposits & deleterious material to SSPC-SP3 profile and paint the prepared sections with approved metal coating system compatible with new 2 coat epoxy polyurethane coating system. Topcoat color to match existing per each element (multiple top-coat colors will be needed). Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's

Representative and in accordance with manufacturer's installation instructions and as per applicable sections of the specifications.

Note: All steel elements such as railings, stringers, stair and landing pans, landing beams, etc. in stair towers "A" and "D" shall be cleaned and coated as per this work item, only railings in stair tower "C" shall be cleaned and coated (stringer coating already performed in previous phase), no metal coating work in stair tower "B" will be scheduled (coated in previous phase).

LUMPSUM= \$ 80,000.00

MISCELLANEOUS WORK

Bid Item #13 – Restripe Lower Supported Levels (2-5):

Contractor shall restripe the parking garage slabs at locations of shot blast cleaning & water repellent sealer/traffic bearing membrane application. New striping shall be same as existing except as noted in the drawings. Approximate existing striping plans shown on the drawings. Contractor to verify all conditions in the field and document existing striping to full extent needed to replicate existing striping plan.

LUMPSUM= \$ 20,000.00

Bid Item #14 – Trench Drain Replacement & Pavement Repairs at Level 1 Entrance:

This work item consists of removal and replacement of the existing trench drain, mill removal of existing asphalt pavement and overlay new asphalt top course at the Level 1 entrance area. Contractor shall mill remove 2" of existing asphalt pavement to extents shown on drawing, as per detail 1/R-7 and as directed by the Owner's Representative in the field, install new E-loop vehicle detectors (provided by Owner) and coordinate with e-loop /equipment vendor, prep surfaces to receive new asphalt, and provide new asphalt top course matching existing elevations and slopes to maintain drainage patterns. Contractor shall remove and replace the existing trench drain at the level 1 entrance as per detail 2/R-7. Trench drain replacement work shall be performed prior to asphalt millwork. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 40,000.00

Bid Item #15 – New Divider Fence at Level 1 Entrance:

This work item consists of demolition and disposal of existing drywall at the garage entrance on Level 1 and construction of a new barrier chain link fence at the same location. Contractor shall exercise care not to damage existing conduits and supports in that area. Conduits and supports shall remain in place as is. The new chain link fence shall be built around the existing conduits and shall be constructed to fill in the open space entirely as shown in the drawings. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 10,000.00

Bid Item #16 – Replace Selected Stair Tower Doors and Frames:

This work item consists of removal and replacement of selected doors at Stair Towers B, C, & D. Contractor shall remove and dispose of existing doors, frames, and hardware, prepare opening to receive new door including concrete patch repairs around the perimeter of the rough opening, install new aluminum frame and fiberglass reinforced polymer (FRP) door with new hardware, seal door frame with caulk sealant, provide threshold plates, etc. as needed. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and in accordance with manufacturers installation instructions and as per applicable sections of the specifications.

3 EA X \$5,000.00 /EA = \$15,000.00

Bid Item #17 – Miscellaneous Work:

Work includes general items, conditions, daily cleanup, permits, and all incidentals necessary to perform contracted work above that is not specifically included elsewhere in the bid form. This work also includes removal and replacement of selected bollards within the parking garage (Locations shown on drawings, 2 bollards each at end of flat bays, levels 2 thru 5), removal of existing steel chain at Level 6 and replacement with new safety yellow PVC chain matching drape/length of existing including all connections and hardware. Also included in this work is provision of new corner closure piece at façade of Stairwell B as shown in drawing R-15.

LUMPSUM= \$113,000.00

Bid Item #18 – Bonds:

This work consists of furnishing a Payment and Performance Bond for 100% of the contract amount. Provide letter of intent from bonding company.

Provide Name of Bonding Company: Merchants Bonding Company (Mutual),

and Contact Person: Tim Toole,

and Tel# (716) 849-1523.

LUMPSUM= \$17,500.00

ALTERNATES:**Alternate Item #1 – New Traffic Bearing Membrane over Entire 5th Level:**

This item is for providing traffic bearing waterproofing membrane over the entire 5th floor slab in addition to the CIP pour strips included in base bid item #8. Include only ADDITIONAL costs to coat the sections of the floor not currently in the base bid work item. Work consists of thoroughly shot blast or sandblast cleaning the floor slabs and locations of vertical upturns, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Provide any sealants required for the purposes of installing membrane such as cove sealants etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

LUMPSUM= \$ 192,000.00

Alternate #2 – Rebuild Knee Walls and Replace Storefronts at Roof Level Stair Vestibules:

Work item includes removal and replacement of the existing fluted CMU walls and storefronts at 2 roof stair, stair B&C, vestibules and constructing new CMU knee walls and installing new storefront window and door systems at each stair tower. Vestibules at Stair A & C were reconstructed in previous phases and are not in scope. B&C vestibules to be reconstructed to match existing, new Stair A & D vestibules. Contractor shall dowel new rebar into slab, construct new CMU knee wall, provide new façade coatings over new wall, install new storefront systems as shown in repair documents and as per manufacturer's instructions, provide all necessary flashings, minor patching of floor slabs at locations of existing wall removal as needed, touchup of waterproofing membranes at the floors slabs and new turnups onto the new CMU walls and under door thresholds. This work also includes providing a new closure strip flashing between window frame and wall opening at open gap in stair tower B, location to be identified by the owner's representative. Contractor to submit shop drawings for review and approval by the Owner's Representative. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets A-101 & A102, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 65,000.00

Alternate #3 – New CMU wall at Connecting Corridor – NE Corner Roof Level:

Work item includes removal of existing metal stud and construction of new CMU wall on the west side of the connecting corridor façade. Contractor to remove and dispose existing ~2.5' tall metal stud & metal panel wall and existing counter-flashings, provide new dowels into concrete slab, set new CMU block and grout cavities, provide new counterflashing and tuck under existing gravel stop taking care not to damage existing gravel stop, coat face of new CMU wall with waterproofing coatings, detail new traffic bearing membrane at base of wall including new turnups, coat surrounding concrete walls and columns as shown in the detail, and relocate existing chain link fence post as indicated. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets SK-1, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 25,000.00

Project Duration

CONSTRUCTION TIME

The undersigned agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all work within:

Proposed Start Date: MAY 30, 2021

Note: Paper work, submittals, shop drawings, etc. to be delivered prior to this date

Total Working Days: 150

GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Architect/Engineer and Owner's Representative, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Architect/Engineer and Owner's Representative not less than 7 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Architect/Engineer and Owner's Representative as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Architect/Engineer and Owner's Representative assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or that unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Architect/Engineer and Owner's Representative will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased. Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Architect/Engineer and Owner's Representative. Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Architect/Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. 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 organizations, under penalty of perjury, that to the best of 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.

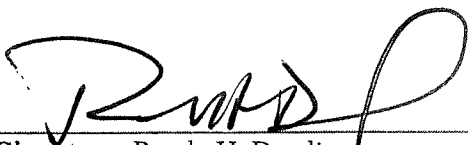
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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), and (3) above have not been complied with; provided, however, that 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 thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature Randy H. Dowling

President
Title

Patterson-Stevens, Inc.
Company Name

March 31, 2021

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On this 31st day of March, 20021, before me personally appeared Randy H. Dowling to me known, who, being by me sworn, did say that he resides at (give address) 6733 Gregory Lane, N. Tonawanda, NY 14120; that he is the (give title) President of the (name of corporation) Patterson-Stevens, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Kathryn D. Bush

Notary Public, State of New York

Qualified in Erie County

Commission Expires November 4, 2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

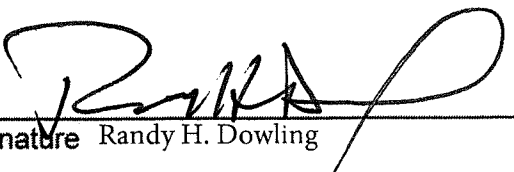
Notary Public, State of _____

Qualified in _____

Commission Expires _____

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with: provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature Randy H. Dowling

President
Title

March 31, 2021
Date

Patterson-Stevens, Inc.
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Patterson-Stevens, Inc.

Address: 400 Sawyer Avenue
Tonawanda, NY 14150

Phone Number(s): (716) 873-5300

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Structural repairs and waterproofing of the lower level floor slabs and façade of the parking garage.

Description of where the work is to be performed within Albany County facilities:

Times Union Center Parking Garage, 100 Beaver Street, Albany, NY


Signature

Randy H. Dowling
Printed Name

President
Title

March 31, 2021
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ 50 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See "Completed Parking Garages" list attached. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See "Projects Under Contract" list attached.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

To Be Determined

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety: Tim Toole, Lawley Services, Inc., 361 Delaware Avenue, Buffalo, New York 14202, (716) 849-1523

Bank: William T. Witzleben, Manufacturers & Traders Trust Co., 12th Floor, One Fountain Plaza
Buffalo, New York 14203-1495, (716) 839-8742

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Financial Statement attached.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Patterson-Stevens, Inc.
Correct Name of Bidder

(a) The business is a: Corporation, organized & existing under the laws of New York State

(b) The address of principal place of business is: 400 Sawyer Avenue, Tonawanda, NY 14150

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Randy H. Dowling, President

Todd Dowling, Vice President

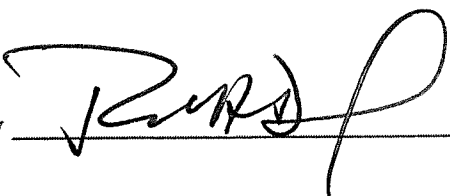
Kevin E. Burke, Secretary

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

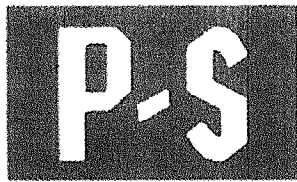
11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Patterson-Stevens, Inc.
Firm

Dated: March 31, 2021

By 

Randy H. Dowling, President
(Typed)



PATTERSON - STEVENS, INC.

400 SAWYER AVENUE

PO BOX 117

TONAWANDA, NY 14151-0117

(716) 873-5300

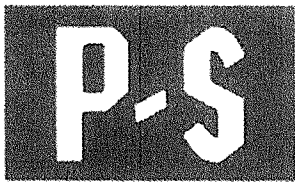
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Syracuse MOB, LLC Central New York Medical Center Parking Garage Phase 2 Medical Center: 739 Irving Avenue Syracuse, NY 13210 Garage: 808 South Crouse Avenue Syracuse, NY 13210	Steel Repairs in Stairwells, Painting, Concrete Repairs, Joint Sealant, Concrete Sealer	Bryan Hanko Lillibridge Facilities Development, Inc. 2745 North Dallas Parkway, Suite 570 Plano, TX 75093 (972) 381-4359 bryan.hanko@lillibridge.com S.S.E. and Associates, P.C. 138 West Clinton St. Louis, MO 63122 314-965-2233 llittle@ssestructural.com	\$1,143,447.00	\$1,215,070.78	11/20	Prime
Hockey Western New York, LLC Key Bank Center Parking Ramp Rehabilitation 2020 One Seymour H. Knox III Plaza Buffalo, NY 14203	Barrier Cable, Traffic Membrane, Concrete Repairs	Stan Makowski, Jr. Hockey Western New York, LLC One Seymour H. Knox III Plaza Buffalo, NY 14203 (716) 855-4100 James Frick, P.E. DiDonato Associates 689 Main Street Buffalo, NY 14203 (716) 656-1900	\$20,455.00	\$22,244.81	09/20	Prime



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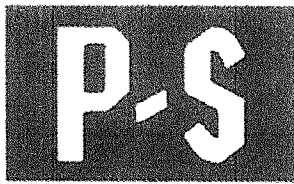
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Capital District Transportation Authority RRS Parking Garage Top Deck Repairs 525 East Street Rensselaer, NY 12144	Miscellaneous Concrete Repairs, Waterproofing, Lighting & Expansion Joint	Edward Murphy Project Manager Capital District Transportation Authority 110 Watervliet Avenue Albany, NY 12206 (518) 437-8362 edm@cdtagov.onmicrosoft.com Rich LaRose CHA 3 Winners Circle Albany, NY 12205 (518) 453-8208 rlarose@chacompanies.com	\$2,543,625.00	\$2,767,874.44	12/19	Prime
Roswell Park Cancer Institute Parking Garage Column Repairs Elm & Carlton Streets Buffalo, NY 14226	Concrete Repairs & Traffic Membrane	James Suffoletto LiRo Engineers, Inc. 690 Delaware Avenue Buffalo, NY 14209 (716) 882-5476 suffolettoj@liro.com	\$352,045.00	\$928,411.16	11/19	Prime



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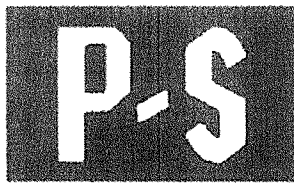
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
RP Oak Hill Building Company, Inc. MSBP 237, LLC 241 Main Street Parking Garage 241 Main Street Buffalo, NY 14203	Waterproofing, Caulking and Sealer, Foam Block	Mercedes Calway Project Manager RP Oak Hill Building Company, Inc. 3556 Lakeshore Road, Suite 620 Buffalo, NY 14219 (716) 822-4966 mcalway@rpoakhill.com Hamilton Houston Lownie Architects, LLC 172 Allen Street Buffalo, New York 14201 (716) 885-0743		\$126,242.00	12/18	Sub



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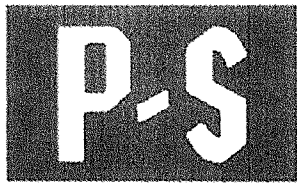
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
City of Rochester Rochester Water Bureau Garage Slab Repair - 2016 10 Felix Street Rochester, NY 14608	Concrete Repairs & Epoxy Coatings	City of Rochester City Hall Room 105A 30 Church Street Rochester, NY 14614 T.Y. Lin International 255 East Avenue Rochester, NY 14634 (585) 512-2000		\$112,308.00	12/16	Prime
Seneca Territory Gaming Corporation Seneca Allegeny Resort & Casino Parking Garage Seneca Allegeny Resort & Casino 777 Seneca Allegany Boulevard Salamanca, NY 14779	Concrete Repairs & Waterproofing	John Czepinski Seneca Allegeny Resort & Casino 310 Fourth Street Niagara Falls, NY 14303 (716) 501-2162 jczepinski@senecacasinos.com Desman, Inc. dba Desman Associates 50 Public Square, Suite 626 Cleveland, OH 44113 (216) 736-7110		\$299,597.96	11/16	Prime
PR Exton Square Property, LP Repair & Preventative Maintenance of the Exton Square Mall Parking Garages Exton Square Mall 260 Exton Square Parkway Exton, PA 19341	Concrete Repairs & Waterproofing	Ed DeTullio, P.E. Desman Associates 50 Public Square Suite 626 Cleveland, OH 44113 (216) 736-7110		\$263,808.00	11/16	Prime



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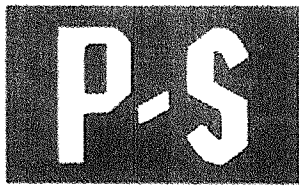
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Corning Intown District Management Association (CIDMA) dba Corning's Gaffer District Centerway Parking Facility 2 West Tioga Avenue Corning, NY 14830	Painting, Caulking, Expansion Joint Repair, Sealing Concrete & Striping	Sandie Wilson Director of Administration & Operations Corning's Gaffer District 114 Pine Street, Suite 202 Corning, NY 14830 (607) 937-6292 sandie@gafferdistrict.com Matthew Williamson Larson Design Group 1000 Commerce Park, Second Floor, Suite 201 Williamsport, PA 17701 (570) 651-1561 mwilliamson@larsondesigngroup.com		\$278,586.00	08/16	Prime
Town of Huntington Huntington Railroad Station South Parking Garage Waterproofing LIRR Huntington Station on Fairground Avenue Huntington Station, NY	Waterproofing	Dean Leonardi, P.E., Project Manager Town of Huntington 100 Main Street Huntington, NY 11743-6991 (631) 351-3202 dleonardi@huntingtonny.gov Town of Huntington Department of Engineering Services 100 Main Street Huntington, NY 11743-6991 (631) 351-3177		\$1,503,229.75	05/16	Prime



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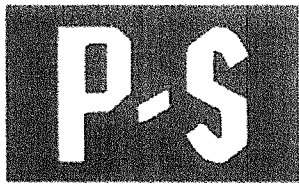
(716) 873-5300

FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Depew Union Free School District Capital Outlay 2020/2021 Junior/Senior High School 5201 South Transit Road Depew, NY 14043	Starting Block, Pace Clock	Kailey McDermott Young + Wright Architectural 50 Elk Street, Suite 200 Buffalo, NY 14210 (716) 842-1800 kaileym@youngandwright.com	\$64,670.00	0.00%	Prime
Canalside Buffalo 44 Prime Street Buffalo, NY 14202	Expansion Joint Repairs	Lauren Ford Canalside Buffalo 44 Prime Street Buffalo, NY 14202 (716) 440-0120 lauren@canalsidebuffalo.com	\$19,058.44	0.00%	Prime
Keeler Construction Co., Inc. New York State Department of Transportation D264309 Route 237 Maintenance Paving Village of Holley, Orleans County, NY	Install Shotcrete	Jeff Ignaszak Keeler Construction Co., Inc. 13519 West Lee Road Albion, NY 14411 (585) 589-4481	\$22,572.00	0.00%	Sub
Town of Bethlehem Elm Avenue Park Dive Pool Construction 261 Elm Avenue Delmar, NY 12054	New Dive Pool Shell	Matt Cathone CHA III Winners Circle Albany, NY 12205 (518) 453-4500 Town of Bethlehem Town Hall 445 Delaware Avenue Delmar, NY 12054 (518) 439-4955	\$822,000.00	73.06%	Prime



PATTERSON - STEVENS, INC.

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FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Niagara Frontier Transportation Authority LRRT - Fastener and Pad Replacement - Phase 10 University Station 3383 Main Street Buffalo, NY 14214	Remove & Replace Fastener & Pads	John Diebold, PE, SE, MASCE Niagara Frontier Transportation Authority 181 Ellicott Street Buffalo, NY 14203 (716) 855-7329 john_diebold@nfta.com Mott MacDonald 438 Main Street, Suite 300 Buffalo, NY 14202 (716) 854-1181	\$1,964,888.00	80.79%	Prime
NYS Office of General Services Rehabilitate Plaza Deck & East Park Area Project No. 45692-C Utica State Office Building 207 Genesee Street Utica, NY 13501	Concrete, Precast, Waterproofing, Insulation, Landscaping, Concrete Spalls, Joint Sealant, Decorative Steel Panels, Crack Injection	Brendan Ford NYS Office of General Services 35th Floor Corning Tower, Empire State Plaza Albany, NY 12242 (315) 736-5770 brendan.ford@ogs.ny.gov Bell & Spina, Architects-Planners, P.C. 215 Wyoming Street, # 201 Syracuse, NY 13204 (315) 488-0377	\$2,674,262.00	91.34%	Prime

PATTERSON - STEVENS, INC.

**Financial Statements as of
March 31, 2020 and 2019
Together with
Independent Accountant's Review Report**

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

July 28, 2020

To the Board of Directors of
Patterson - Stevens, Inc.:

We have reviewed the accompanying financial statements of Patterson - Stevens, Inc., (a New York Corporation), which comprise the balance sheets as of March 31, 2020 and 2019, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 through 6 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

100 Corporate Parkway
Suite 200
Amherst, New York 14226
p (716) 250-6600
f (716) 250-6605

www.bonadio.com

Bonadio & Co., LLP

PATTERSON - STEVENS, INC.**BALANCE SHEETS****MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 735,838	\$ 164,716
Contracts receivable, net	1,723,660	1,458,050
Retainage receivable	217,072	492,039
Inventory	166,735	169,368
Costs and estimated earnings in excess of billings on contracts in progress	292,169	622,287
Refundable income taxes	-	145,904
Prepaid expenses	33,161	7,500
Total current assets	3,168,635	3,059,864
PROPERTY, EQUIPMENT, AND VEHICLES, net	209,401	303,533
OPERATING LEASE RIGHT-OF-USE ASSETS, net	699,364	72,412
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 9,982	\$ 20,422
Current portion of finance lease obligations	45,083	54,536
Current portion of operating lease obligations	159,200	28,016
Accounts payable	568,108	468,625
Accrued expenses	82,131	35,342
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	267,237	377,958
Total current liabilities	1,155,577	984,899
DEFERRED INCOME TAXES	253,000	379,000
LONG-TERM DEBT, net of current portion	11,332	21,314
FINANCE LEASE OBLIGATIONS, net of current portion	-	45,080
OPERATING LEASE OBLIGATIONS, net of current portion	540,164	44,396
Total liabilities	<u>1,960,073</u>	<u>1,474,689</u>
STOCKHOLDER'S EQUITY:		
Common stock, no par value; 200 shares authorized, 180 shares issued and 81 shares outstanding	24,000	24,000
Additional paid-in capital	638,341	638,341
Retained earnings	2,166,676	2,010,469
Less: Treasury stock; 99 shares, at cost	(711,690)	(711,690)
Total stockholder's equity	<u>2,117,327</u>	<u>1,961,120</u>
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.

**STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CONTRACT REVENUE EARNED	\$ 8,045,946	\$ 10,051,536
COST OF REVENUE EARNED	<u>(5,368,364)</u>	<u>(6,641,806)</u>
Gross profit	2,677,582	3,409,730
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>(2,435,008)</u>	<u>(3,073,419)</u>
Income from operations	<u>242,574</u>	<u>336,311</u>
OTHER INCOME (EXPENSE):		
Gain on disposition of vehicles	-	6,345
Miscellaneous income	-	13,255
Interest expense	<u>(41,367)</u>	<u>(25,580)</u>
Total other income (expense), net	<u>(41,367)</u>	<u>(5,980)</u>
Income before provision for income taxes	201,207	330,331
PROVISION FOR INCOME TAXES	<u>(45,000)</u>	<u>(87,400)</u>
NET INCOME	156,207	242,931
RETAINED EARNINGS - beginning of year	<u>2,010,469</u>	<u>1,767,538</u>
RETAINED EARNINGS - end of year	<u>\$ 2,166,676</u>	<u>\$ 2,010,469</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019
(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 156,207	\$ 242,931
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation and amortization	108,872	134,494
Deferred income taxes	(126,000)	81,000
Gain on disposition of vehicles	-	(6,345)
Bad debts	30,000	30,000
Changes in:		
Contracts receivable, net	(265,610)	(743,204)
Retainage receivable	244,967	(3,946)
Inventory	2,633	11,147
Costs and estimated earnings in excess of billings on contracts in progress	330,118	(121,193)
Refundable income taxes	145,904	500
Prepaid expenses	(25,661)	83,719
Accounts payable	99,483	124,324
Accrued expenses	46,789	(8,027)
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	<u>(110,721)</u>	<u>(26,960)</u>
Net cash flow from operating activities	<u>660,817</u>	<u>(201,560)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from disposition of vehicles	-	15,730
Capital expenditures	<u>(26,813)</u>	<u>-</u>
Net cash flow from investing activities	<u>(26,813)</u>	<u>15,730</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Repayments on long-term debt	(20,422)	(47,153)
Repayments of finance lease obligations	<u>(42,460)</u>	<u>(67,563)</u>
Net cash flow from financing activities	<u>(62,882)</u>	<u>(114,716)</u>
CHANGE IN CASH	571,122	(300,546)
CASH - beginning of year	<u>164,716</u>	<u>465,262</u>
CASH - end of year	<u>\$ 735,838</u>	<u>\$ 164,716</u>

The accompanying notes are an integral part of these statements.

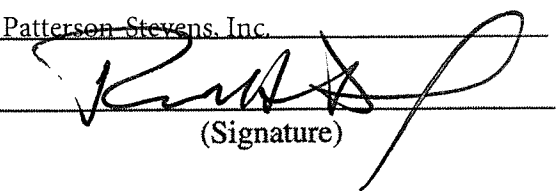
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Patterson-Stevens, Inc.

By:


(Signature)

Randy H. Dowling

(Typed)

Title: President

Date: March 31, 2021

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Patterson-Stevens, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-0978209 b) DUNS # 05-359-0212	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.pattersonstevens.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 400 Sawyer Avenue, Tonawanda, NY 14150		7. TELEPHONE NUMBER (716) 873-5300	8. FAX NUMBER (716) 873-4094
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Randy H. Dowling Title President Telephone Number (716) 873-5300 Fax Number (716) 873-4094 e-mail rhdownling@pattersonstevens.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Randy H. Dowling	TITLE President	b) NAME Todd Dowling	TITLE Vice President
c) NAME Kevin E. Burke	TITLE Secretary	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> </div> </div>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
	<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹:

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1414844
Inspection Date(s): 07/12/2019 - 07/15/2019
Issuance Date: 08/01/2019



Citation and Notification of Penalty

Company Name: Patterson-Stevens, Inc.
Inspection Site: Michigan Avenue at Virginia Street, Buffalo, NY 14204

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1926.453(b)(2)(v): A safety harness with lanyard attached to the boom or basket was not worn by employee(s) working from an aerial lift:

a) On or about 7/12/19, at the southeast corner of the parking ramp on Michigan Ave. at Virginia St., Buffalo, NY: One employee was pouring Corbel into an area on exterior of the ramp from inside of the elevated basket of a JLG Model E300AJ aerial lift. The employee was not wearing a body harness with an attached lanyard, and was not tethered to the boom or basket of the lift in any other way. The employee was exposed to potential fall of approx. 16 ft.

NO ABATEMENT CERTIFICATION REQUIRED

Date By Which Violation Must be Abated:
Proposed Penalty:

Corrected During Inspection
\$3832.00

Clara V. Scime

for: **Michael T. Scime**
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York)
) ss:
County of: Erie)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Patterson-Stevens, Inc.

Address 400 Sawyer Avenue

City, State, Zip Tonawanda, NY 14150

Signature of Owner

Printed Name of Signatory Randy H. Dowling

Title President

Sworn before me this 31st day of March, 2021;
Kathryn D. Bush
Notary Public

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Randy H. Dowling, President
Printed Name

Signature

March 31, 2021
Date



Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Recertification

State Use Only
AT Sponsor No. <u>77906</u>
ATP Code <u>11-038</u>
Effective Date of AT Program

- Name of Sponsor: Cement Mason LU#111 JATC
- Mailing Address: 111 Wales Ave Tonawanda New York 14150 Niagara
(number & street) (city) (state) (zip code) (county)
- Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: (716) 695-1494 Ext. _____ Fax No.: (716) 695-6249
- E-mail Address: cementmasonslocal111@gmail.com
- Trade/Occupation: Cement Mason
- No. Employees: 3 No. Apprentices: 4 No. Journeyworkers: 174 8. Ratio: 1:4:1:4
- DOT Code: 844-364-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard ☐ or Revised ☒
- Minimum Journeyworker Rate: \$ 30.00 per hour 14. Effective Date of Wages: 7-1-2017
- Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input type="checkbox"/>	H <input type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
750	750	750	750	750	750				
\$13.65	\$14.65	\$17.65	\$19.65	\$21.65	\$23.65				

Received
Apprenticeship Unit

JUN 07 2017

BUFFALO

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 5/24/17 18. John D. Tomasello 5-22-17
Signature of Official Sponsor Representative Date Signature of Union Representative Date
James C. Logan - Trustee John D. Tomasello - Apprentice Coordinator
Print Name and Title Print Name, Title, and Union Name

19. [Signature] 11/15/17
Signature New York State Department of Labor Date

NYS Department of Labor
Apprentice Training

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600.12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

NYS Department of Labor

Apprenticeship

OCT 18 2017

00110077



Cement Masons Local #111
OPCMIA
165 Division Street
North Tonawanda, NY 14120
Phone 716-695-1494 Fax 716-695-6249
E-mail cementmasonslocal111@gmail.com

OFFICERS

Charles A. LoCurto
Business Manager/
Secretary/Treasurer
(716) 913-5664

John D. Tomasello
Business Agent
(716) 998-7889

Joseph Coniglio
President

Anthony Nasca
Vice-President

Mark Catalano
Recording Secretary

EXECUTIVE BOARD

Salvatore Nasca

Joseph Sardina

Fabian Rivera

James Gartz

Thomas Nowak

Dennis LoCurto

UNION TRUSTEES

James Gartz

David Sabuda

May 21, 2015

Attention: Randy Dowling
Patterson Stevens, Inc.
400 Sawyer Avenue
PO Box 117
Tonawanda, NY 14151-0117

Dear Mr. Dowling:

The purpose of this letter is to confirm that Patterson-Stevens, Inc. is a duly authorized as a signatory contractor to the Cement Masons' Local 111 union, and has accepted all the provisions of the contractor/union agreement of the Construction Industry Employers Association, Inc.

Patterson-Stevens, Inc. in signing the agreement is bound to abide by and enforce the same.

Inquiries regarding this agreement may be directed to Charles A. LoCurto, Business Manager, of Cement Masons' Local 111 at 716/695-1494.

Sincerely,

Charles A. LoCurto
Business Manager

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of PATTERSON-STEVENS, INC. was formed by consolidation on 12/29/1970, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 17th day of April two
thousand and seventeen.*

A handwritten signature in dark ink, appearing to read "B. Fitzgerald", is written over a faint horizontal line.

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

STATEMENT OF SURETY'S INTENT

To: Albany County, 112 State Street, Albany, NY 12207

(Owner)

We have reviewed the Bid of Patterson-Stevens, Inc.

(Contractor)

of 400 Sawyer Ave, Tonawanda, NY 14150

(Address)

for

Albany County Times Union Center Parking Garage Remediation and Repairs Project - Phase 2, RFB #2021-010

(Project)

Bids for which will be received on April 1st 2021

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract at 100% of the Contract Amount and shall remain in effect until contractual obligations have been satisfied.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Witness:

~~Witness~~



Antonio Rivera

Merchants Bonding Company (Mutual)



Surety's Authorized Signature (s)

Victoria Rivera, Attorney-in-Fact

Attach Power of Authority

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid.)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) ss
CITY OF BUFFALO)

On this 31st day of March in the year 2021, before me personally came Victoria Rivera, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney- in -Fact duly appointed of the Merchants Bonding Company (Mutual) the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Anthony Garcia

NOTARY PUBLIC

ANTONIO RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
Qualified in Erie County
My Commission Expires 03-11-2023

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa J Wolf; Christopher D Ross; Michael R Lawley; Phillip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

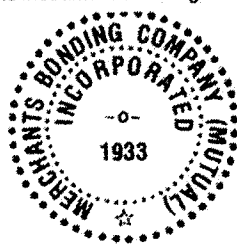
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



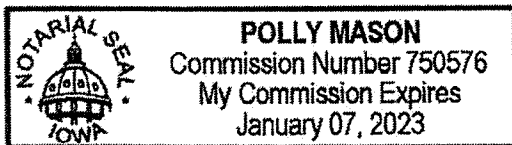
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

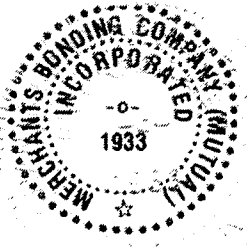


(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of March, 2021.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2019
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 154,681,684
Common Stocks	54,401,817
Real Estate	12,637,095
Cash and Short-Term Investments	9,910,898
Other Invested Assets	501,670
Total Cash and Invested Assets	232,133,164
Investment Income Due and Accrued	912,597
Premiums in the Course of Collection	10,341,697
Reinsurance Recoverable from Reinsurers	1,107,473
Current Federal Income Taxes Recoverable	517,613
Net Deferred Tax Asset	1,170,846
Receivable from Affiliate	10,871,999
Other Assets	8,264,075
Total Admitted Assets	\$ 265,319,464
Liabilities & Surplus	
Liabilities	
Losses	\$ 10,040,126
Reinsurance Payable on Paid Losses and LAE	3,695,423
Loss Adjustment Expenses	12,919,997
Commissions Payable	2,053,755
Other Expenses	4,271,104
Taxes, Licenses, and Fees	450,811
Unearned Premiums	52,652,223
Dividends Declared to Policyholders	4,398,405
Reinsurance Payable to Reinsurers	2,176,120
Amounts Withheld for Others	9,970,570
Total Liabilities	102,628,634
Surplus	162,690,830
Total Liabilities and Policyholders' Surplus	\$ 265,319,464

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2019, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

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6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

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email info@merchantsbonding.com
website merchantsbonding.com