



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Hon. Craig D. Apple
Sheriff's Office

FROM: Karen Storm *KJS*
Purchasing Agent

DATE: November 14, 2019

RE: RFB#219-106 General Construction

I am in receipt of your recommendation to award the aforementioned Request for Bids to Murnane Building Contractors in the amount of \$1,228,800.00

As Murnane Building Contractors is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.

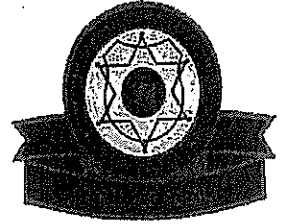


MICHAEL S. MONTELEONE
UNDERSHERIFF

WILLIAM M. RICE
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE
County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF




KERRY B. THOMPSON
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

MEMORANDUM

To: Karen Storm
Albany County Division of Purchasing

From: Sheriff Craig D. Apple, Sr. 

Date: November 12, 2019

Subject: RFB #2019-106-GC – General Construction, Construction of Pre-Engineered Metal Storage Building

I am writing with respect to a Request For Bid (RFB) concerning our desire to hire a New York State Licensed General Construction Contractor to provide services for the new pre-engineered warehouse storage building located on the site of the Albany County Sheriff's Public Safety Facility.

We have scored the proposals with respect to proposer's comprehension of the required work and scope of services, professional qualifications, price and client references from the following firms and after everything was reviewed, we unanimously ranked Murnane, the lowest bidder, as the firm that we would like to enter into a contract with to complete the necessary work. Therefore, I respectfully request your office supply me with a concurrence letter for presentment to the Albany County Legislature / CAB.

Should you have further questions, please do not hesitate to contact me.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: CONSTRUCTION OF PRE-ENGINEERED METAL STORAGE
BUILDING

Bid Number: 2019-106-GC

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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
10-7-19	#1
10-9-19	#2
10-11-19	#3
10-15-19	#4

(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") N/A
 - (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

James R. Hogel
15 Wood Road / P.O. Box 462
Whitesboro NY 13492
Phone: 315-736-0879

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: CONSTRUCTION OF PRE-ENGINEERED METAL STORAGE BUILDING

Bid Number: 2019-106-GC

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. 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.
3. Base Bid work shall carry a \$10,000 Allowance for possible replacement of Pre-Engineered Metal Building components that have been misplaced or damaged.

A- Lump Sum Base Bid (Price in Words): (Price in Numbers):	<u>One Million One Hundred Eight Thousand</u> <u>Dollars</u> <u>\$ 1,108,000</u>
B- 10% Contingency Allowance	<u>\$ 110,800</u>
C- Metal Building Components Allowance	<u>\$ 10,000</u>
D-TOTAL BID (A+B+C = D) (Price in Words): (Price in Numbers):	<u>One Million Two Hundred Twenty Eight</u> <u>Thousand Eight Eight Hundred Dollars</u> <u>\$ 1,228,800</u>

COMPANY:

Murnane Building Contractors, Inc.

ADDRESS:

15 Wood Road

CITY, STATE, ZIP:

Whitesboro, NY 13492

TEL. NO.:

315-736-0879

FAX NO.:

315-736-8283

FEDERAL TAX ID NO.:

W-16842510

REPRESENTATIVE:

James R. Hogel

E-MAIL:

jhogel@murnanebuilding.com

SIGNATURE AND TITLE

James R. Hogel - Vice President

DATE

10-14-19

BF4

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

James R. Hoge
Signature

Vice President
Title

Mormane Building Contractors, Inc.
Company Name

10-17-19
Date

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Murnane Building Contractors, Inc.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-11684256</i> b) DUNS # <i>62-662-1783</i>	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: <i>N/A</i>		5. WEBSITE ADDRESS (if applicable) _____	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>104 Sharon Ave Plattsburgh, NY 12901</i>		7. TELEPHONE NUMBER <i>315-736-0879</i>	8. FAX NUMBER <i>315-736-8283</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>N/A</i> <small>IN NEW YORK STATE, if different from above</small>		10. TELEPHONE NUMBER _____	11. FAX NUMBER _____
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>James R. Hogel</i> Title <i>Vice President</i> Telephone Number <i>315-736-0879</i> Fax Number <i>315-736-8283</i> e-mail <i>jhogel@murnanebldg.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Patrick T. Murnane</i>	TITLE <i>President Secretary & Treasurer</i>	b) NAME	TITLE
c) NAME	TITLE	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:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 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; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 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; 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 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> 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> 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> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.	SEE ATTACHED

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.

FEIN # 14-1684256

CERTIFICATION:

The undersigned certifies that he/she:

- Name of Business Murnane Building Contractors, Inc. Signature of Owner _____
Address 15 Wood Road Printed Name of Signatory James R. Hoge
City, State, Zip Whitesboro, NY 13492 Title Vice President

James R. Hogel
Printed Name
James R. Hogel
Signature
10-14-2019
Date



Building on a Tradition of Excellence

*Response to Question #21
Vendor Responsibility Questionnaire*

October 8, 2019

**Supplemental Response to CCA-2
question 5.0:**

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity defaulted on or been suspended, cancelled or terminated for cause on any contract?

On November 13, 2017, the New York State Office of General Services ("OGS") found Murnane Building Contractors, Inc. ("MBC") non-responsible and terminated its contract with MBC on a Project on the Harriman Campus, Building 4 in Albany, New York on the basis that MBC allegedly "had not made a good faith effort by way of proper supervision, proper workmanship, or by meeting schedules, to be considered a responsible contractor at this time." MBC's non-responsibility finding, and termination, were based almost exclusively off of asbestos abatement work being done on the Project by MBC's subcontractors. MBC vehemently opposes this finding and its termination, and is contesting same. On November 27, 2017, MBC submitted a lengthy notice of claim against OGS, and on May 11, 2018, MBC filed a Notice of Intention to File a Claim against OGS in the New York State Court of Claims. Further, MBC is in litigation against the subcontractors who were responsible for MBC's termination. In its Notices of Claim, MBC cited to certain conditions on site that made the asbestos abatement work challenging – namely, a thick, hard to remove yellow glue substance that was not identified in the specifications and bad faith on the part of certain OGS field staff. This dispute remains ongoing. Importantly, in spite of OGS's non-responsibility finding of MBC, on December 8, 2017, the New York State Department of Transportation ("DOT") deemed MBC to be a responsible bidder in connection with a Project on the Schenectady Intermodal Station in Schenectady, New York, a Project that MBC successfully completed ahead of schedule. Further, DASNY, the State University Construction Fund and the State University of New York have deemed MBC to be a responsible bidder in connection with various Projects awarded this year.

Copies of all documents referenced above, with exhibits, can be made available upon request. For copies of any of the documents referenced above, please contact Maria Martino at mmartino@murnanebuilding.com.

The following termination for cause has been stayed by a New York State Court but, in the interest of full disclosure, is being included in response to question 5.0:

Furthermore, on June 12, 2019, the New York State Olympic Regional Development Authority ("ORDA") terminated MBC on the Whiteface Pump House #1 Project: Phase 1 – Well Construction at Whiteface Mountain Ski Center in Wilmington, New York (the "Project"). MBC challenged the termination determination, pursuant to Article 78 of the CPLR, as arbitrary and capricious, substantially unsupported by law or fact and the product of bad faith. MBC sought a Temporary Restraining Order ("TRO") staying its termination, and preventing ORDA from awarding the Contract to a completion contractor in violation of New York State's competitive bidding laws. Moreover, MBC sought a declaration that ORDA's termination of MBC was for convenience, rather than for default, pursuant to the terms of the Contract between the parties.

On July 2, 2019, the Honorable Richard B. Meyer of the New York State Supreme Court, Essex County, granted MBC's request for a TRO and issued a stay on ORDA's termination of MBC. Judge Meyer issued a Decision & Order in support of the Court's Decision on July 2, 2019. Thus, ORDA's termination of MBC has been stayed by a Court, and may be annulled pending conclusion of the Article 78 hearing in this case (which is currently on-going). **A copy of the Order to Show Cause and Judge Meyer's Decision in support of same is attached hereto.**

Copies of the pleadings in the ORDA matter can be made available upon request. For copies of any of the documents referenced above, please contact Ms. Martino at the e-mail address listed above.

-end of list-



RICHARD B. MEYER
JUDGE

STATE OF NEW YORK
COUNTY OF ESSEX
COUNTY, FAMILY & SURROGATE'S COURTS

AMY N. QUINN
COURT ATTORNEY

JILL H. DRUMMOND
SECRETARY

July 2, 2019

Nicole Cassavaugh, Deputy Chief Clerk
Essex County Court Clerk's Office
7559 Court Street, P.O. Box 217
Elizabethtown, NY 12932

Re: Murnane v. ORDA, et al
Index No.: CV19-0816

Dear Ms. Cassavaugh:

Enclosed for filing is the original order to show cause which I have executed in the above-referenced matter. Copies of the signed order to show cause, without the supporting papers, has been faxed to the applicant's counsel so that service thereof with all supporting papers and documents can be made by counsel as required by the order. The fax confirmation sheet is attached.

Very truly yours,

Richard B. Meyer

RBM:jhd
Enclosures

cc: Desires S. Murnane, Esq.
Edward Kowalewski, Jr., Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ESSEX

MURNANE BUILDING CONTRACTORS, INC.,

Plaintiff-Petitioner,

-against-

NEW YORK STATE OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY and MICHAEL
PRATT, in his official capacity as President and Chief
Executive Officer of the NEW YORK STATE
OLYMPIC REGIONAL DEVELOPMENT
AUTHORITY,

Defendants-Respondents.

ORDER TO SHOW CAUSE

Index No.

RJI No.

CV19-0816

Oral Argument is Requested

Upon the attached Verified Complaint-Petition of Murnane Building Contractors, Inc. ("MBC"), duly verified on June 28, 2019, together with its attached exhibits, the Affirmation of Desiree S. Murnane, Esq., dated June 28, 2019, Memorandum of Law, dated June 28, 2019; and upon all prior pleadings and proceedings, and sufficient cause having been alleged therefore, and notification to counsel for Defendants-Respondents conducted on June 28, 2019 as recited in the Affirmation of Desiree S. Murnane, Esq., it is

ORDERED that Defendants-Respondents New York State Olympic Regional Development Authority and Michael Pratt, in his official capacity as the President and Chief Executive Officer of the New York State Olympic Regional Development Authority (collectively, "Defendants-Respondents"), show cause before this Court at the Essex County Courthouse, at 7559 Court Street, Elizabethtown, New York 12932, on July 26, 2019 at 9:30 a.m., or as soon thereafter as counsel may be heard, why an Order should not be made and entered granting the motion of MBC for a preliminary injunction (1) staying the enforcement of Defendants-

Respondents' June 12, 2019 Determination (the "Determination") as to MBC to the extent it terminates MBC's Contract for default on the Whiteface Pump House #1 Project: Phase I - Well Construction at Whiteface Mountain Ski Center in Wilmington, New York (the "Project"); (2) staying any action by the Defendants-Respondents with respect to the awarding or approval of any completing contract for the Project without compliance with New York State's competitive biddings laws; and (3) awarding MBC such other and further relief as the Court deems just and proper; and it is further

ORDERED that, until further order of this Court, and pending the determination of this application, Defendants-Respondents' Determination, as defined *supra*, as to MBC's termination for default is hereby stayed; and it is further

ORDERED that, until further order of this Court, and pending the determination of this application, Defendants-Respondents are hereby enjoined from awarding or approving any completing contract for the Project, as defined *supra*, without compliance with New York State's competitive bidding laws; and it is further

ORDERED that, Defendants-Respondents opposition to MBC's motion for a preliminary injunction shall be served upon counsel for MBC, via overnight delivery, on or before July 22, 2019, and any reply papers shall be served upon Defendants-Respondents on or before July 25, 2019.

LET SERVICE of a copy of this Order, together with a copy of the Verified Complaint-Petition, and all other papers in support of MBC's Verified Complaint-Petition be made upon ~~THE NYS ATTORNEY GENERAL (CPLR 5631) AND~~ Defendants-Respondents by serving counsel for Defendants-Respondents Edward Kowalewski, Jr., Esq. of McNamee Lochner, P.C. at 677 Broadway, Suite 500, Albany, New York 12207, via

hand delivery or overnight mail on or before the 8th day of July, 2019, be deemed good and sufficient service thereof.

Dated: July 2, 2019
at Elizabethtown, New York

ENTER:


Hon. RICHARD B. MEYER
Justice of the Supreme Court



RICHARD B. MEYER
Judge

STATE OF NEW YORK
COUNTY OF ESSEX
COUNTY, FAMILY & SURROGATE'S COURTS

AMY N. QUINN
COURT ATTORNEY
JILL H. DRUMMOND
SECRETARY

July 2, 2019

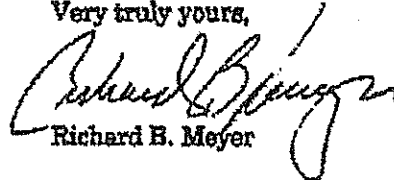
Nicole L. Cassavaugh, Deputy Chief Clerk
Essex County Court Clerk's Office
7559 Court Street, P.O. Box 217
Elizabethtown, NY 12932

Re: Murnane v. ORDA, et al.
Index No.: CV19-0916

Dear Ms. Maisano:

Enclosed please find the original decision and order regarding issuance of the order to show cause in the above-referenced matter. By way of a copy of this letter to counsel via facsimile, I am providing each of them with a copy.

Very truly yours,



Richard B. Meyer

RBM:jhd
Enclosure

cc: Desires S. Murnane, Esq.
Edward Kowalewski, Jr., Esq.

Supreme Court of the State of New York
For the County of Essex

Submitted July 1, 2019

Decided July 2, 2019

Index No. CV19-0316

MURNANE BUILDING CONTRACTORS, INC.,
Plaintiff-Petitioner,

- against -

**NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT
AUTHORITY and MICHAEL PRATT, in his official capacity as
President and Chief Executive Officer of the NEW YORK STATE
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY,**
Defendants-Respondents.

Decision and Order on
Application For Order To Show Cause
And a Stay or Temporary Restraining Order

MURNANE v. ORDA, et al.

Couch, White, LLP, (Desiree S. Murnane, Esq. and Joel M. Howard, III, Esq., of counsel), Albany, New York for Plaintiff-Petitioner.

McNames Lochner P.C. (Edward Kowalewski, Jr., Esq., of counsel), Albany, New York and Ethan Bonner, Esq., Lake Placid, New York, for Defendants-Respondents.

This is a combined action and special proceeding by petitioner, Murnane Building Contractors, Inc. (Murnane), against the respondents, New York State Olympic Regional Development Authority (ORDA) and Michael Pratt, as President and Chief Executive Officer of ORDA (Pratt) challenging the respondents' determinations to terminate a construction contract with Murnane and proceed to enter into a contract with another contractor for the construction of the "Whiteface Pump House #1 Project: Phase 1 Wet Well Construction at the Whiteface Mountain Ski Center in Wilmington, New York (the Project)." Following competitive bidding, and the initial rejection of all bids by ORDA, Murnane, which was the lowest responsible bidder, was asked by ORDA to honor its bid and enter into a contract for the Project. Murnane agreed on the condition that the liquidated damages clause not apply. Thereafter, ORDA and Murnane entered into the contract.

Due to water infiltration problems experienced by Murnane in conducting the excavation necessary for installation of concrete footings and walls, progress in completing the work was substantially delayed. In late October 2018, ORDA directed Murnane to cease work so that ORDA could insure that it was able to make artificial snow for the ski area during the winter ski season. Murnane returned to the site in late April 2019 but was unable to dewater the excavated area for the footings and concrete walls due to substantial water infiltration and alleged unusually high water in the river adjacent to the site. After meetings between ORDA, Murnane and a subcontractor retained to perform the excavation work, ORDA and Pratt determined to terminate Murnane's contract and seek another

MURNANE v. ORDA, et al.

contractor to perform the work. The dispute between ORDA and Murnane appears to center on the unsuccessful means and methods employed by Murnane to prevent water from entering the excavated area and their disagreement as to whether metal sheet pilings could and should be driven into the ground as a barrier to the water. Murnane asserts that such method is impossible due to the large rocks in the excavated area while ORDA claims that such was the method used when the existing pump house was built.¹

Murnane commenced this action/proceeding by the filing of both a notice of petition and a summons dated June 28, 2019, and a complaint-petition verified June 28, 2019, with the Essex County Clerk on July 1, 2019. At the same time, Murnane applied for a stay and temporary restraining order by a proposed order to show cause and affirmation of Desiree S. Murnane, Esq., dated June 28, 2019. This Court heard extensive oral argument from counsel for petitioner and the respondents, and has reviewed all papers on file including the respondents' memorandum of law in opposition to the order to show cause dated July 1, 2019.

The application is granted and the order to show cause is issued along with a temporary stay prohibiting the respondents from entering into a contract with a third party contractor to complete work on the Project. According to the respondents, there is in excess of \$500,000.00 remaining unpaid to Murnane under the subject contract and they intend to issue a work order for completion of the work, and avoid competitive bidding, because the cost to complete the contract is less than \$500,000.00. Notably, upon ORDA's termination of Murnane's contract it agreed to waive any claim it might have under, and to discharge and release, the performance bond provided by Murnane. However, ORDA refuses to discharge and release Murnane from liability for reimbursement to ORDA

¹ It is curious, at least to this Court, that the parties did not previously attempt to resolve their disagreement by retaining a qualified contractor or subcontractor to drive metal sheet piling into the ground as proposed by ORDA, and agreeing that the costs for such would be paid out of the contract proceeds due Murnane if successful, or if unsuccessful would be paid by ORDA from other funds and not charged to Murnane.

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of any costs and expenses incurred by ORDA in excess of the remaining unpaid balance under the Murnane contract for another contractor to complete the Project. By voluntarily agreeing to waive any claim it might have under the performance bond, but reserving and retaining rights to seek excess damages from Murnane, ORDA effectively interfered with Murnane's rights and protections under that bond, including its rights to have the performance bond company conduct investigations and defend Murnane in any claim by ORDA for costs to complete the Project in excess of the remaining unpaid balance of the contract. In other words, ORDA may have deprived Murnane of at least some of the benefits of Murnane's bargain with the performance bond issuer.

Moreover, ORDA appears to be attempting to dance simultaneously at two weddings. It is inconsistent to assert, on the one hand, that ORDA can engage a new contractor by work order and avoid competitive bidding because the cost to complete the Project is less than the \$500,000.00 threshold claimed by ORDA², while on the other hand claim that it reserves its right to seek money damages from Murnane for any costs to complete the Project in excess of the remaining contract funds which now stand at more than \$500,000.00. As a result, it appears that Murnane has standing to maintain this proceeding/action and may have a likelihood of success on the merits regarding its claim challenging ORDA's determination to seek to enter into a contract with a third party to complete the project without engaging in competitive bidding.

It is so ordered.

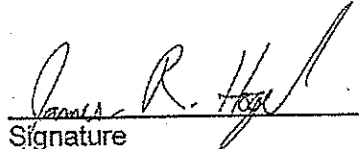
ENTER


Richard B. Meyer, J.C.C.

² General Municipal Law §103(1) requires that all contracts for public work in excess of \$35,000.00 be competitively bid. This Court has found nothing in ORDA's statutory scheme (Public Authorities Law §2601-§2629) which exempts ORDA from the General Municipal Law requirements.

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

Vice President
Title

Murphy Building Contractors, Inc.
Company Name

10-17-19
Date

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: Murnane Building Contractors, Inc.

Address: 15 Wood Road
Whitesboro, NY 13492

Phone Number(s): 315-736-0879

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):

Construction of Pre-Engineered Metal Storage Building

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

58 Verda Ave Clarksville, NY 12186

James R. Hagel
Signature

James R. Hagel
Printed Name

Vice President
Title

10-17-19
Date

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: Myrnan Building Contractors, Inc.

By: James R. Hogel

(Signature)

James R. Hogel

(Typed)

Title: Vice President

Date: 10-17-19

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

MURNANE BUILDING CONTRACTORS,
INC.
287 Ushers Road
Clifton Park, NY 12065

Bond # MURN10-14-19-1

SURETY:

*(Name, legal status and principal
place of business)*

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA
One Tower Square
Bond & Financial Products
Hartford, CT 06183

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

Albany County
112 State Street
Albany, NY 12207

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid

PROJECT: Albany County Sheriff Pre-Engineered Storage Building RFB #2019-106

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of October, 2019

(Witness)

(Witness)

MURNANE BUILDING CONTRACTORS, INC.

(Principal)

(Seal)

Michael J. Murnane, Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Seal)

Renee A. Manny, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. MURN10-14-19-1

C On this 14th day of October, 2019 before me personally came
O Michael J. Murnane to me known, being sworn
R by me, did depose and say that he/she resides in Albany, NY
P that he/she is the Vice President of MURNANE BUILDING CONTRACTORS, INC.
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Jennifer S. Vanat

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01/A6135808
Commission Expires Oct. 24, 2021

S On this 14th day of October, 2019 before me personally came
U Renee A. Manny to me known who resides in Rensselaer, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.

Sworn to and acknowledged on the above date, Jennifer S. Vanat

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01/A6135808
Commission Expires Oct. 24, 2021

I STATE OF NEW YORK)
N COUNTY OF _____)

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

Sworn to and acknowledged on the above date, _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Garrity, Christopher Terzian, Stephen J. Donnelly, Renee A. Manny, Judy Tomlinson, Lori Francett, Audrey J. Daniels, Tanya M. Volk, John F. Murray Jr., Mary Dixon, Diane M. Peligian, and John C. Tickner of East Greenbush, New York their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.



By:



Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of October, 2019




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 39,728,588	UNEARNED PREMIUMS	\$ 979,007,378
BONDS	3,697,432,239	LOSSES	750,895,504
STOCKS	294,189,598	LOSS ADJUSTMENT EXPENSES	166,073,071
INVESTMENT INCOME DUE AND ACCRUED	36,287,129	COMMISSIONS	45,868,584
OTHER INVESTED ASSETS	3,507,839	TAXES, LICENSES AND FEES	14,584,683
PREMIUM BALANCES	250,478,792	OTHER EXPENSES	43,658,534
NET DEFERRED TAX ASSET	48,781,239	CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,143,037
REINSURANCE RECOVERABLE	29,278,755	REMITTANCES AND ITEMS NOT ALLOCATED	21,277,153
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	14,277,282	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	30,289,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,613,286	RETROACTIVE REINSURANCE RESERVE ASSUMED	810,380
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	628,488	POLICYHOLDER DIVIDENDS	10,410,755
OTHER ASSETS	4,635,229	PROVISION FOR REINSURANCE	7,641,356
		ADVANCE PREMIUM	1,608,777
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	888,002
		PAYABLE FOR SECURITIES LENDING	14,277,282
		CEDED REINSURANCE NET PREMIUMS PAYABLE	48,469,976
		OTHER ACCRUED EXPENSES AND LIABILITIES	335,469
		TOTAL LIABILITIES	\$ 2,145,120,254
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,670,943,418
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,111,227,178
TOTAL ASSETS	\$ 4,256,347,432	TOTAL LIABILITIES & SURPLUS	\$ 4,256,347,432

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2018.

Michael J. Doody
VICE PRESIDENT, FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2019

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSELER
Notary Public
My Commission Expires November 30, 2022

