

## COUNTY OF ALBANY

### BID FORM

#### BID IDENTIFICATION:

Title: **Capital District Juvenile Secure Detention Facility**  
Bid Number: **2022-124**

#### THIS BID IS SUBMITTED TO:

Pamela O Neill, 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
1 - 10/13/22	4 - 10/27/22	7 - 11/4/22
2 - 10/21/22	5 - 10/31/22	8 - 11/7/22
3 - 10/24/22	6 - 11/2/22	

(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:
- Adam Benkeff
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Phone: 518-376-2877
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: Capital District Juvenile Secure Detention Facility  
Bid Number: 2022-124

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work 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 Owner's representative prior to performing any additional work.

A. LUMP SUM BASE BID:

\$ 9,380,000

(Price in Numbers)

Nine Million three hundred and eighty thousand  
(Price in Words)

B. 10% CONTINGENCY ALLOWANCE:

\$ 938,000

(Price in Numbers)

Nine hundred and thirty eight thousand  
(Price in Words)

C. TOTAL BID

(A + B = C)

\$ 10,318,000

(Price in Numbers)

Ten Million three hundred and eighteen thousand  
(Price in Words)

Note: Total Bid must included in the Lump Sum Base Bid plus the 10% Contingency Allowance (which is based upon the Lump Sum Base Bid value)

BF3

**BID IDENTIFICATION:**

Title: **Capital District Juvenile Secure Detention Facility**  
Bid Number: **2022-124**

**ALTERNATES**

Indicate in the spaces provided below the amount to be added to, or deducted from, the Total Base Bid if the following alternates as described below are accepted by the Owner. A dollar value in both words and figures shall be provided.

**Alternate #1 (ADD):** Solar Array Work – Roof safety railings, walkway pads, roof and wall penetrations work. In part reference Drawings AE131 and EP651 along with Specification Sections 055214 (Pipe and Tube Railings) and 077200 (Roof Accessories) – reference scope of work assignments:

ADD one hundred and thirty thousand dollars \$ 130,000  
(words) (figures)

**Alternate #2 (Deduct):** Replace Existing Bituminous Paving – Deduct the replacement of the existing bituminous paving, as referenced in the contract drawings and specifications:

DEDUCT Eighty thousand dollars \$ (80,000)  
(words) (figures)

**Alternate #3 (ADD):** Smoke Purge System – Provide and Install roof curbs, structural framing, and roofing for smoke-rated exhaust fans associated with work described on Drawings SK-1 and SK-2. Coordinate with Electrical Work Contractor (EWC) and Mechanical Work Contractor (MWC) for work related to this scope. Reference SK-1 & SK-2 for specific notes, as well as Section 01 1000.1 Scope of Work for miscellaneous scope assignments.

ADD Forty Four thousand dollars \$ 44,000  
(words) (figures)

**BID IDENTIFICATION:**

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Bid Number: **2022-124**

**UNIT PRICES**

<b><u>LIST OF UNIT PRICES</u></b>			
		UNIT	UNIT PRICE
	<b>General Construction Units</b>		
1	Mill and Re-surfacing of Existing Asphalt Paving (1-1/2" thick), per square foot, including all associated preparatory work. Based on 1,000 SF minimum area.	\$ / SF	6
2	Provide temporary site fencing, 6' tall with screen	\$ / LF	250
3	Provide temporary hard partition: 8' tall, 1/2" gyp painted on one side.	\$ / LF	400
4	Remove and Replace existing Acoustical Ceiling Tiles and replace with new typical Acoustical Ceiling Tiles.	\$ / SF	5
5	Provide and install Vinyl Enhanced Tile (VET) floor tile, include medium surface prep	\$ / SF	10
6	Provide and install Carpet Tile, include medium surface prep	\$ / SF	10

**BID IDENTIFICATION:**

Title: **Capital District Juvenile Secure Detention Facility**  
Bid Number: **2022-124**

COMPANY: Bunkoff General Contractors, Inc.  
ADDRESS: 790 Watervliet - Shaker Rd.  
CITY, STATE, ZIP: Latham, NY 12110  
TEL. NO.: 518-786-8666  
FAX NO.: 518-786-0896  
FEDERAL TAX ID NO.: 14-1811121  
REPRESENTATIVE: Adam Bunkoff  
E-MAIL: abunkoff@bunkoffgc.com  
SIGNATURE AND TITLE Adam Bunkoff, CEO  
DATE 11/10/22

**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.

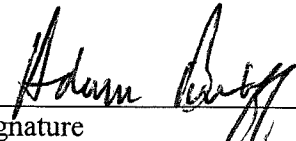
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

CEO  
\_\_\_\_\_  
Title

Bunkhoff General Contractors, Inc.  
\_\_\_\_\_  
Company Name

11/10/22  
\_\_\_\_\_  
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 \_\_\_\_\_

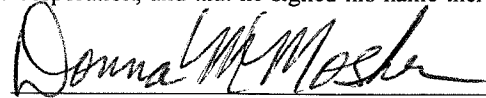
Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

If Corporation:

STATE OF New York )  
COUNTY OF Albany ) SS.:

On this 10<sup>th</sup> day of November, 2022 before me personally appeared Adam Bunkoff to me known, who, being by me sworn, did say that he resides at (give address) Watervliet, NY; that he is the (give title) CEO of the (name of corporation) Bunkoff General Contractors 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.



Notary Public, State of \_\_\_\_\_ DONNA M. MOSHER  
Notary Public, State Of New York  
Qualified in \_\_\_\_\_ No. 01M08861524  
Qualified In Saratoga County  
Commission Expires \_\_\_\_\_ Commission Expires July 16, 2023

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 "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Bunkoff General Contractors, Inc</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1811121</i> b) DUNS # <i>09-050-3066</i>	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>bunkoffgc.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>790 Watervliet - Shaker Rd Latham, NY 12110</i>		7. TELEPHONE NUMBER <i>518-786-8666</i>	8. FAX NUMBER <i>518-786-0896</i>
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 THIS QUESTIONNAIRE Name <i>Adam Bunkoff</i> Title <i>CEO</i> Telephone Number <i>518-376-2847</i> Fax Number _____ e-mail <i>abunkoff@bunkoffgc.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Adam Bunkoff</i>	TITLE <i>CEO</i>	b) NAME	TITLE
c) NAME <i>Nathan Bunkoff</i>	TITLE <i>President</i>	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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
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	

<p>16. 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>17. 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>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>18. 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>
<p>19. 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>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>20. 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 AFFILIATES<sup>1</sup> :

☐ 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.

<sup>1</sup> "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.

ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

14-1811121

State of: New York,  
County of: Albany ) ss:

**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.

Binkoff General Contractors  
Name of Business  
790 Waterlily-Shaker Rd.  
Address  
Latham NY 12110  
City, State, Zip

Signature of Owner Adam Binkoff  
Printed Name of Signatory Adam Binkoff  
Title CEO

Sworn before me this 10<sup>th</sup> day of November, 2022

Notary Public  
Donna M Mosher  
DONNA M. MOSHER  
Notary Public, State Of New York  
No. 01M05051024  
Qualified in Saratoga County  
Commission Expires July 16, 2023

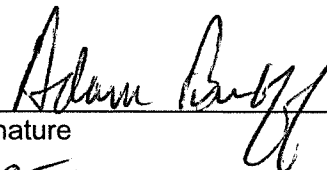
Printed Name

Signature

Date

**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  
  
CEO  
\_\_\_\_\_  
Title

11/10/22  
\_\_\_\_\_  
Date

Binkoff General Contractors, 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: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number(s): \_\_\_\_\_

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):

Sitework  
\_\_\_\_\_  
\_\_\_\_\_

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

Capital District Juvenile Secure Detention Facility  
\_\_\_\_\_

Signature

Printed Name

Title

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? 102 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. SUNY Albany Lecture Centers LC1 + LC2

Michelle Grant, SVCF, ph # 518-320-3275  
6/30/21 \$7,890,000 \$7,893,268

2. Schoharie County Public Safety Building

William Cherry, Schoharie County DPW, ph # 518-295-8386  
1/16/20 \$15,320,000 \$15,582,207

3. Catskill Schools

Gabrielle Marcigliano, Triton Construction Co, ph # 518-339-8832  
12/2/21 \$8,172,000 \$8,421,076

BQ1

**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 enclosed)

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

BQ2



**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.

We will use subcontractors

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: USI Insurance Services / Chubb

Brad Byer ph # 518-852-0731

Bank: TD Bank

Eric Ryan ph # 518-681-1864

BQ3

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

(see enclosed)

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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.

Bunkhoff General Contractors, Inc.  
Correct Name of Bidder

(a) The business is a: Construction Company

(b) The address of principal place of business is: 790 Watervliet - Shaker Rd, Latham, NY 12110

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

Adam Bunkhoff - CEO  
Nathan Bunkhoff - President

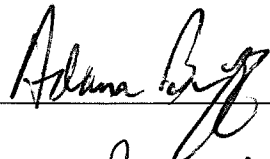
BQ4

**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.

Binkoff General Contractors, Inc.  
Firm

Dated: 11/10/22

By   
Adam Binkoff  
(Typed)

BQ5

Item 3.1  
Bunkoff General Contractors, Inc.  
Contracts In Progress  
October 14, 2022

Agency/Owner Contact Person Telephone Number	<u>Contract No.</u>	<u>Est Comp Date</u>	<u>Architect</u>	<u>Total Contract Amount</u>	<u>% Complete</u>
Ballston Spa CSD Doug Schoonmaker 518-462-0555	137/1801	12/31/22	CSArch	7,511,100	90%
Moriah CSD Cal Nephew 518-572-1682	N/A	11/30/22	Synthesis Architects	5,089,107	90%
Shaker Historic Village Karen Storm 518-447-7140	N/A	11/20/22	Easton Architects	848,000	80%
Town of Mohawk Fire station Jim Breuer 315-476-7917	N/A	11/1/22	LaBella Architects	3,714,724	90%
Clermont State Historic Site Susan Boudreau 518-537-4240	D005777	11/1/22	H2M Architects	985,000	95%
Hudson Correctional Facility James Comegys 518-457-8126	M3096C	7/30.23	Spring Line Design	1,994,000	30%
Great Meadow Correctional Facility Kenneth Valet, P.E. 518-457-8126	45858-C	09/30/25	Sage Engineering	7,890,000	15%
Coxsackie Correctional Facility Subramaniam S. Nair 518-457-8126	45248C	11/30/23	LiRo Engineers	7,933,000	20%
Bova Office Buildings Ronald Bova 518-229-7630	2021-40-045	11/30/22	Bova Engineering PLLC	1,153,600	85%
Saratoga Fire Station Katie Farone 518-587-3550 x 2510	N/A	06/30/23	CHA Architecture	4,797,000	10%
Catskill Phase 2B TBD	19-155C	12/31/23	Lacey Thaler Reilly Wilson	1,006,000	1%
Guilderland CSD 2021 Phase I Craig Fayette 518-432-0277	136-2101.01	11/30/22	CSArch	247,000	80%
Corinth CSD TBD	N/A	09/01/23	BCA Architects	5,396,000	10%
Mohawk Valley Psychiatric Center TBD	3541409999	9/30/23	Envision Architects	5,680,000	0%
Stillwater Shared Services Facility TBD	TBD	TBD	TBD	3,659,000	0%
Total				<u>57,903,531</u>	<u>46%</u>

# BUNKOFF GENERAL CONTRACTORS, INC.

## Balance Sheets

December 31

	<u>2021</u>	<u>2020</u>
<b><u>Assets</u></b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 6,559,624	\$ 5,864,128
Accounts receivable	1,109,622	2,178,384
Contract assets	674,495	1,253,332
Employee retention credit receivable	555,040	-
Inventory	427,128	99,895
Prepaid expenses and other assets	<u>177,226</u>	<u>190,703</u>
Total current assets	9,503,135	9,586,442
<b>Property and equipment, net</b>	<u>657,215</u>	<u>631,980</u>
<b>Total Assets</b>	<u>\$ 10,160,350</u>	<u>\$ 10,218,422</u>
<b><u>Liabilities And Shareholders' Equity</u></b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 1,173,544	\$ 2,081,603
Accrued expenses and other liabilities	217,827	177,416
Contract liabilities	<u>4,108,849</u>	<u>3,849,838</u>
Total liabilities	<u>5,500,220</u>	<u>6,108,857</u>
<b>Shareholders' equity:</b>		
Common stock - no par value, 200 shares authorized, issued, and outstanding	500,000	500,000
Retained earnings	<u>4,160,130</u>	<u>3,609,565</u>
Total shareholders' equity	<u>4,660,130</u>	<u>4,109,565</u>
<b>Total Liabilities And Shareholders' Equity</b>	<u>\$ 10,160,350</u>	<u>\$ 10,218,422</u>

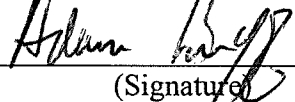
See independent accountants' review report and accompanying notes to financial statements

**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: Binhoff General Contractors, Inc.

By:   
(Signature)

Adam Binhoff  
(Typed)

Title: CEO

Date: 11/10/22



**Signatory Contractor:**

July 26, 2021

Bunkoff General Contractors  
790 Watervliet-Shaker Road  
Watervliet, New York 12110

FEIN 14-1811121

**Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979**

NYSDOL Apprentice Training Program Codes:

- Skilled Craft Laborer #18514, recertified September 15, 2017
- Operating Engineer (Heavy Equipment) #18318, recertified May 17, 2018
- Carpenter: #12037, recertified September 15, 2017
- Ironworker (Outside) #15221, approved October 5, 2017
- Cement Finisher/Cement Mason #11038, approved October 12, 2017

**To Whom It May Concern,**

The above noted contractor is in good standing with the Empire State Merit Apprenticeship Alliance, Inc. (Merit Apprenticeship Alliance).

Please be advised that the above noted contractor was accepted as a signatory employer effective **April 26, 2012**, and is in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates.

Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the United States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.

Additionally, this will certify that pursuant to N.J.A.C. 12:62-2.1(h)(2), the above noted contractor pays ongoing contributions into an ERISA-covered apprenticeship training program trust fund that is used to fund apprentice benefit plans and direct training costs."

The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality

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**EMPIRE STATE MERIT APPRENTICESHIP ALLIANCE, INC.**

6320 Fly Road Suite 210A East Syracuse, NY 13057 315.440.8989

[pmhazer@MeritAlliance.org](mailto:pmhazer@MeritAlliance.org) [www.MeritAlliance.org](http://www.MeritAlliance.org)



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worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

Signatory contractors are reviewed annually by the Board of Trustees; only those firms who demonstrate a commitment to our quality standards are renewed.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: Penelope M. Hazer  
Penelope M. Hazer, President





## Apprentice Training Program Registration Agreement

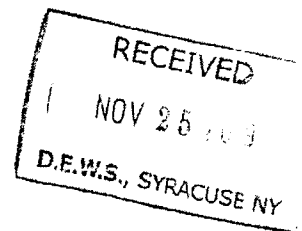
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	18-514
Effective Date of AT Program	10/16/2007

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga  
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same  
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Skilled Construction Craft Laborer
- No. Employees: 4 No. Apprentices: 22 No. Journeyworkers: 1,529 8. Ratio: 1:1; 1:3
- DOT Code: 869.463-580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- 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 checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" 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"/>
1000	1000	1000	1000						
\$13.00*	\$13.00*	\$14.00*	\$15.00	*\$15 in NYC					



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

17. [Signature] 11-21-2019 18. -NA-  
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]  
Signature New York State Department of Labor

12/16/2019  
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.



# Apprentice Training Program Registration Agreement

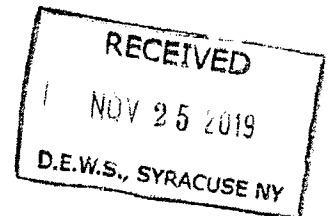
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	12-037
Effective Date of AT Program	11/02/2001

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga  
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same  
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Carpenter
- No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 402 8. Ratio: 1:1; 1:4
- DOT Code: 860.381-022 10. Length of Program: 48 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- 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 checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" 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"/>
2000	2000	2000	2000						
\$14.00*	\$16.00	\$18.00	\$18.00	*\$15 in NYC					



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

17. [Signature] 11-21-2019 18. -NA-  
Signature of Official Sponsor Representative Date Signature of Union Representative Date

[Signature] -NA-  
Print Name and Title Print Name, Title, and Union Name

19. [Signature] 12/16/2019  
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.
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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.



# Apprentice Training Program Registration Agreement

Revision ☒

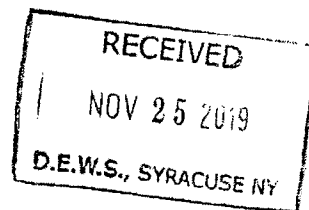
Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	<b>51979</b>
ATP Code	<b>18-318</b>
Effective Date of AT Program	<b>11/02/2011</b>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga  
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same  
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 794 8. Ratio: 1:1; 1:5
- DOT Code: 859.683-010 10. Length of Program: 27 months
- Apprentice Probationary Period: 7 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018

15. 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 checked="" type="checkbox"/>	H <input checked="" 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"/>
1500	1500	1500							
\$14.00*	\$16.00	\$18.00	*\$15 in NYC						



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

17. [Signature] 11-21-2019 18. -NA-  
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]  
Signature New York State Department of Labor

12/16/2019  
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.
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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.



# Apprentice Training Program Registration Agreement

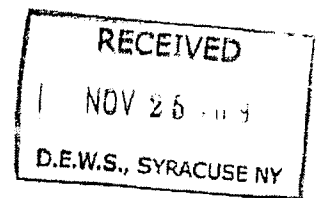
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	11-038
Effective Date of AT Program	10/12/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga  
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same  
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Cement Finisher/Cement Mason
- No. Employees: 4 No. Apprentices: 3 No. Journeyworkers: 93 8. Ratio: 1:1; 1:4
- DOT Code: 844.364-010 10. Length of Program: 27 months
- Apprentice Probationary Period: 6.75 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- 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 checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" 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"/>
1000	1000	2000	500						
\$13.00*	\$14.00*	\$15.00	\$16.00	*\$15 in NYC					



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

17. Renewal 11/21/2018 - NA -  
Signature of Official Sponsor Representative Date Signature of Union Representative Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name, Title, and Union Name

19. 12/16/2019  
Signature New York State Department of Labor Date  
NYS Department of Labor  
Apprentice Training

DEC 05 2019

Central Office

Approved Contingent  
Upon Passing Probation

## 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.





# Apprentice Training Program Registration Agreement

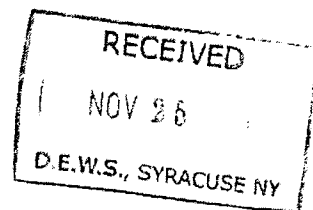
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	15-221
Effective Date of AT Program	10/03/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga  
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same  
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Iron Worker (outside)
- No. Employees: 4 No. Apprentices: 2 No. Journeyworkers: 48 8. Ratio: 1:1; 1:4
- DOT Code: 801.361-014 10. Length of Program: 36 months
- Apprentice Probationary Period 9 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- 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 checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" 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"/>
1000	1000	2000	2000						
\$13.00*	\$14.00*	\$15.00	\$16.00	*\$15 in NYC					



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

17. [Signature] 11/21/2019 NA  
Signature of Official Sponsor Representative Date Signature of Union Representative Date

[Signature] NA  
Print Name and Title Print Name, Title, and Union Name

19. [Signature] 12/16/2019  
Signature New York State Department of Labor Date

NYS Department of Labor  
Apprentice Training

Approved Contingent  
Upon Passing Probation

## 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.
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18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
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# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**BUNKOFF GENERAL CONTRACTORS, INC.**

790 Watervliet Shaker Road  
Latham, New York 12110

**SURETY:**

(Name, legal status and principal place  
of business)

**FEDERAL INSURANCE COMPANY**

202B Hall's Mill Road  
Whitehouse Station, New Jersey 08889

**OWNER:**

(Name, legal status and address)

**COUNTY OF ALBANY**

112 State Street, Room 1000  
Albany, New York 12207

**BOND AMOUNT:** Five Percent of the Amount of Attached Bid (5% Amt Bid)

**PROJECT:**

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

Capital District Juvenile Secure Detention Facility Construction Project  
Contract 1 General Work Contractor

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.

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        3rd        day of    November, 2022

**BUNKOFF GENERAL CONTRACTORS, INC.**

(Principal)

(Seal)

(Title) Adam R. Bunkoff, Chief Executive Officer

**FEDERAL INSURANCE COMPANY**

(Surety)

(Seal)

(Title) April A. Adams, Attorney-in-Fact

Init.

## INDIVIDUAL ACKNOWLEDGEMENT

State of New York     )  
                                      )  
County of             )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_

\_\_\_\_\_, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

## CORPORATE ACKNOWLEDGMENTS

State of New York     )  
                                      )  
County of Albany     )

On the 3<sup>rd</sup> day of November in the year 2022, before me personally came Adam R. Bunkoff to me known, who, being by me duly sworn, did depose and say that he reside(s) in Watervliet New York, that he is the Chief Executive Officer of the Bunkoff General Contractors, Inc. the corporation described in and which executed the above instrument; that he knows 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 signed his name thereto by like authority.



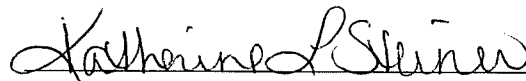
\_\_\_\_\_  
Notary Public

DONNA M. MOSHER  
Notary Public, State Of New York  
No. 01Mue061024  
Qualified in Saratoga County  
Commission Expires July 16, 2023

## SURETY ACKNOWLEDGEMENT

State of New York     )  
                                      )  
County of Erie         )

On the 3<sup>rd</sup> day of November in the year 2022, before me personally came April A. Adams, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York that she is the Attorney-in-Fact of the Federal Insurance Company, the corporation described in and which executed the above instrument; that she knows 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 she signed her name thereto by like authority.



\_\_\_\_\_  
Notary Public

KATHERINE L. STEINER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES 01/25/2025

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint April A. Adams, Steve Blumhagen, Lauren Bordonaro, Candace J. Casey-Wnek, Michael Dean, Lawrence DiGiulio, Timothy Geiger, Cynthia A. Scharf and Andrew J Tokasz of Buffalo, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 21<sup>st</sup> day of June, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 21<sup>st</sup> day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 3, 2022**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

December 31, 2021

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (567,306)	Outstanding Losses and Loss Expenses	\$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,196
Other Bonds	5,994,673	Unearned Premiums	2,400,711
Stocks	675,588	Ceded Reinsurance Premiums Payable	366,332
Other Invested Assets	<u>1,647,712</u>	Other Liabilities	<u>498,472</u>
TOTAL INVESTMENTS	<u>12,022,201</u>	TOTAL LIABILITIES	<u>13,451,094</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,638	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,696	Unassigned Funds	<u>1,903,522</u>
Chubb Indemnity Ins. Co.	183,242	SURPLUS TO POLICYHOLDERS	<u>4,635,976</u>
Chubb National Ins. Co.	190,801		
Other Affiliates	116,373		
Premiums Receivable	1,726,653		
Other Assets	<u>3,078,466</u>		
TOTAL ADMITTED ASSETS	<u>\$ 18,087,070</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 18,087,070</u>


Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2021, investments with a carrying value of \$509,085,162 were deposited with government authorities as required by law.

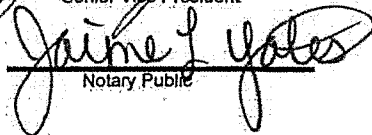
STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022

  
 Senior Vice President

  
 Notary Public

September 19, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Jaime L. Yates, Notary Public  
 Philadelphia County  
 My commission expires September 19, 2023  
 Commission number 1357070  
 Member, Pennsylvania Association of Notaries