



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
SEPTEMBER 26, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. NEW BUSINESS

259-

25 Resolution to Change the Date of a Regular Meeting of the Common Council

260- Resolution Awarding Bids for the O & W Project

25

261- Resolution Authorizing a Lease Agreement with the Regional Economic

25 Community Action Program Inc. (RECAP)

262- Resolution Authorizing a Capital Improvement Agreement with the Regional

25 Economic Community Action Program, Inc. (RECAP)

4. ADJOURNMENT



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: September 26, 2025
Index No: 259-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution to Change the Date of a Regular Meeting of the Common Council

WHEREAS, the regular meeting of the Common Council of the City of Middletown was previously scheduled for Tuesday, October 7, 2025; and

WHEREAS, it is necessary to change the date of said meeting to Monday, October 6, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby changes the date of the regular meeting of the Common Council from Tuesday, October 7, 2025, to Monday, October 6, 2025, at 7:30 PM in the Common Council Chambers, 16 James Street, Middletown, New York.

Prepared by:
Rick McCormack, City Clerk

Attachments:
None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: September 26, 2025
Index No: 260-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Awarding Bids for the O & W Project

Whereas, requests for bids for the O & W Project were duly advertised in the local newspaper and in other construction-related publications on April 28, 2025; and

Whereas, bids for General Construction, Electrical, and Mechanical, Contracts were received by the Department of Public Works on July 2, 2025, opened at 4:00 p.m., and read aloud during the Board of Estimate and Apportionment meeting; and

Whereas, no plumbing bids were received on July 2, 2025, and that portion of the project was publicly re-bid on July 30, 2025, with bids received on September 2, 2025, opened at 4:00 p.m., and read aloud during the Board of Estimate and Apportionment meeting; and

Whereas, two plumbing bids were received, one from Hauser Bros. Inc. and one from Dynamic Plumbing, with the low bidder, Dynamic Plumbing, disqualified due to Department of Labor

registration issues on the recommendation of the City Corporation Counsel and outside counsel, and it is further noted that a final stipulation settlement between the City and Dynamic Plumbing is being finalized by legal counsel; and

Whereas, the City's consultant, Fusco Engineering, has vetted all submitted bids, references, qualifications, and ability to complete the project and has recommended the award of bids to the lowest responsible bidders; and

Whereas, based on the bids received, the total project cost is estimated at \$43,325,651.70, with project funding sources to be assigned by the City Treasurer;

Now, Therefore, Be It Resolved, that the Common Council of the City of Middletown concurs with the recommendation of the Commissioner of Public Works (See attached memo dated, 9/26/25) and hereby awards the bids for the O & W Project as follows:

- **General Construction:** Butler Construction Group, Inc. of Montgomery, NY
 - **Total Bid:** \$24,709,421.00
 - Item 1 Lump Sum Bid: \$24,334,421.00
 - Item 2 Allowance – 15% Additional Steel: \$300,000.00
 - Item 3 Allowance – Underpinning @ Elevator: \$50,000.00
 - Item 4 Allowance – Food Service Equipment: \$25,000.00
- **Mechanical Construction:** DSI Mechanical, A.K.A. Dynamic Systems, LLC
 - **Total Bid:** \$4,838,800.00
 - Base Bid: \$4,818,800.00
 - Allowance: \$20,000.00
- **Plumbing Construction:** Hauser Bros. Inc.
 - **Total Bid:** \$2,538,000.00
 - Base Bid: \$2,518,000.00
 - Allowance: \$20,000.00
- **Electrical Construction:** Ray S. Pantel, Inc., DBA Pantel Electric
 - **Total Bid:** \$1,512,000.00
 - Base Bid: \$1,512,000.00
 - Allowance: \$20,000.00

Be It Further Resolved, that the Mayor is hereby authorized to execute all contracts and related documents on behalf of the City.

Prepared by:
Jacob Tawil

Attachments:

1.	O AND W REHAB AND RESTORATION PROJ- BID-CONTRACT AWARDS FOR RESOLUTION
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: September 26, 2025

To: Honorable Mayor DeStefano, Council President Rodrigues
and Members of the Common Council

Cc: Richard McCormack-City Clerk, Alex Smith- Corporation Counsel, Leonora Liz-
City Treasurer and Maria Bruni- Director of Economic and Community
Development

From: Jacob Tawil, Commissioner of Public Works 

Re: O and W Rehabilitation and Restoration Project: Award Bids

We are respectfully requesting a council resolution to award the bids for the above referenced project for all four contracts; General Construction, Electrical Contract, Mechanical Contract and Plumbing Contract.

Request for bids were advertised in the local newspaper and in other construction related publications on April 28, 2025. Bids were received by the DPW Office on July 2, 2025 where bids were opened at 4:00pm; were read aloud during the Board of Estimate meeting. No plumbing bids were received. Please see the attached tabulation sheets of all bids received.

The Plumbing Bid portion of the project was publicly advertised for rebid on July 30, 2025. Bids were received by the DPW office on September 2, 2025 where the bids were opened at 4:00pm and were read aloud during the Board of Estimate meeting. Two bids were received, one from Hauser Bros. Inc. and the other from Dynamic Plumbing. The low bidder, Dynamic Plumbing, was disqualified due to issues related to Department of Labor required registration where the City Corporation Counsel and City outside counsel recommending such action. It is our understanding that final stipulation settlement is being finalized between the City and Plumbing Contractors attorneys.

All contractors were vetted by the project consultant Fusco Engineering for completed bids, references, qualifications and ability to take on this project.

Please see the attached letters from the project engineers.

We concur with the recommendation of the project engineers, Fusco Engineering, for awarding the bids as follows:

General Construction - Butler Construction Group, Inc. of Montgomery, NY

Total Bid: \$24,709,421.00

Item 1 Lump Sum Bid: \$24,334,421.00

Item 2 Allowance 15% Additional Steel: \$300,000.00

Item 3 Allowance Underpinning @ Elevator: \$50,000.00

Item 4 Allowance Food Service Equipment: \$25,000.00

Mechanical Construction – DSI Mechanical, A.K.A. Dynamic Systems, LLC

Total Bid: \$4,838,800.00

Bid: \$4,818,800.00

Allowance : \$20,000.00

Plumbing Construction – Hauser Bros. Inc.

Total Bid: \$2,538,000.00

Bid: \$2,518,000.00

Allowance : \$20,000.00

Electrical Construction – Ray S. Pantel, Inc., DBA Pantel Electric

Total Bid: \$1,512,000.00

Bid: \$1,512,000.00

Allowance : \$20,000.00

Based on the received bids the total project cost is estimated at \$43,325,651.70.

Please refer to City Treasurer for sources of project funding.

Respectfully,

Jacob S. Tawil, P.E.

Commissioner of Public Works

[illegible]

Bid Opening: July 2, 2025

City of Middletown
Former O Middletown Station
Rehabilitation Restoration
REHABILITATION RESTORATION
2-30 Low Avenue, Middletown, New York 10940
Contract #2 - PC

Our File No. 21-088

	Base Bid	Base Bid						
	Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 01 through Division 13, all sections including temporary facilities, and section 078413 penetrations, fire stopping as required, section 079200 joint sealants as required, Division 21 fire suppression, all sections, division 22 plumbing all sections, inclusive of any related work in other Divisions, plans, and/or specifications and summary of work that require Plumbing Work.	Allowance						
	Contractor Extended Price - Lump Sum	Allocation	Addendum No. 1	Addendum No. 2	Addendum No. 3	Bid Bond	Non Coll	Total
Contractor		\$20,000.00						
Name:								
Address:								
Phone:								
Email:								
Fax:								
Name:								
Address:								
Phone:								
Email:								
Fax:								
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								

Bid Opening: July 2, 2025

City of Middletown - Former O Middletown Station
Rehabilitation Restoration
2-30 Low Avenue, Middletown, New York 10940
Contract #3 - MC

Our File No. 21-088



Base Bid Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00 through Division 13, Division 23, inclusive of any related work in other Divisions, section 078413 penetrations, fire suppression, section 079200 joint sealants, construction documents, plans, and/or specifications that require HVAC Work and Section 01010 - "Summary of Work"		Base Bid						
		Allowance						
Contractor Extended Price - Lump Sum		Allocation	Addendum No. 1	Addendum No. 2	Addendum No. 3	Bid Bond	Non Coll	Total
\$4,818,800.00		\$20,000.00	X	X	X	X	X	\$4,838,800.00
Contractor								
Name:	DSI Mechanical Contractors							
Address:	417 Manchester Rd							
	Poughkeepsie							
Phone:	845-454-0600							
Email:	eschamauch@dsi.us							
Fax:	845-454-0608							
Name:								
Address:								
Phone:								
Email:								
Fax:								
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								

Bid Opening: July 2, 2025

City of Middletown
Former O Middletown Station
Rehabilitation Restoration
REHABILITATION RESTORATION
2-30 Low Avenue, Middletown, New York 10940
Contract #4 - EC

Our File No. 21-088

	Base Bid	Base Bid						
	Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00 through Division 13, Division 26 through Division 28, inclusive of any related work in Division 21 through Division 28, construction documents, plans, and/or specifications that require Electrical Construction Work and Section 01010 – "Summary of Work".	Allowance						
	Contractor Extended Price - Lump Sum	Allocation	Addendum No. 1	Addendum No. 2	Addendum No. 3	Bid Bond	Non Coll	Total
Contractor								
Name:	Harry F. Rotolo & Sons, Inc.	\$1,598,765.00	\$20,000.00	X	X	X	X	\$1,618,765.00
Address:	390 East Main Street							
	Middletown, NY 10940							
Phone:	845-343-8160							
Email:	crotole@rotoloelectric.com							
Fax:	845-343-8610							
		\$1,512,000.00	\$20,000.00	X	X	X	X	\$1,532,000.00
Name:	Ray S. Pantel							
Address:	71-73 Wisner Avenue							
	Middletown, NY 10940							
Phone:	845-343-7250							
Email:	ray@rayspantel.com							
Fax:	845-343-1217							
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								
Name:								
Address:								
Phone:								
Email:								

Our File No. 21-088

[illegible]

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

September 16, 2025

Jacob Tawil, PE
Commissioner of DPW
City of Middletown
16 James Street
Middletown, NY 10940

Re: Former O&W Station Rehabilitation Project
General Contractor (GC)
Butler Construction Group, Inc.
Project #21-088

Dear Commissioner Tawil ,

Our review of the July 2, 2025 General Contractor (GC) Bid from Butler Construction Group, Inc. has shown the following:

1. We have called references given for similar projects, the references were all good.
2. Contractors Verification Statement of registration section 202A New York State Labor Law certificate was confirmed effective at the time of the bid.
3. Bid Bond is acceptable.
4. Forty Five (45) Day extension given for the project bid by the contractor until 9/30/25.

Based on the above material vetted as noted, we recommend that the award of the General Contractor (GC) Contract Bid for the Former O&W Station Rehabilitation Project to the sole qualifying bid of:

233 East Main Street
Middletown, NY 10940
(845)344-5863



Butler Construction Group, Inc.
275 Union Street
Montgomery, New York 12549

In the Amount of:

Item 1 Lump Sum Bid:	\$24,334,421.00
Item 2 Allowance 15% Additional Steel:	\$300,000.00
Item 3 Allowance Underpinning @ Elevator:	\$50,000.00
Item 4 Allowance Food Service Equipment:	\$25,000.00
Total Bid:	\$24,709,421.00

Unit Price Bids:

Item 5 Excavation:	\$100.00/Cubic Yard
Item 6 Repointing 2 nd & 3 rd Floor Exterior Brick:	\$55.00/Square Foot
Item 7 Repointing 25% of 1 st Floor Exterior Brick:	\$55.00/Square Foot
Item 8 Masonry Crack Repair:	\$525.00/Linear Foot

Please advise if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", is written over the typed name.

Alfred A. Fusco, Jr., P.E.

Fusco Engineering
& Land Surveying, D.P.C.

Cc: Mayor Joseph DeStefano, City of Middletown
Katie Gass, City of Middletown
Alex Smith, Esq, City of Middletown
Caitlin McNamara, City of Middletown
Mary Connolly, City of Middletown

CONTRACT 1 - GENERAL CONSTRUCTION (GC) BID FORM

BIDDER Name Butler Construction Group, Inc.

Address 275 Union St, Montgomery NY, 12549

Phone and Fax 845-769-7413 & 845-769-7096

Email: estimating@butlerconstructiongroup.com

Date 07/02/2025

PROJECT: **CITY OF MIDDLETOWN
FORMER O&W MIDDLETOWN STATION
REHABILITATION & RESTORATION**

OWNER: City of Middletown
16 James Street
Middletown, New York 10940

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish 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 other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):
- | | |
|----------------------|-----------------|
| Date <u>06.14.25</u> | Number <u>1</u> |
| Date <u>06.24.25</u> | Number <u>2</u> |
| Date <u>06.24.25</u> | Number <u>3</u> |
- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

D. Contract Time and Liquidated Damages

The Contract Time commences to run as provided in the Contract Documents and completed and ready for final payment in accordance with the Contract Documents. Contract period is 480 calendar days by December 31, 2026.

CONTRACTOR shall pay OWNER as specified. Liquidated damages shall be \$20 per \$100,000 of contract value assessed per day for each day beyond the substantial completion date established in the contract. After substantial completion if contractor shall neglect the remaining work within contract time or any proper extension thereof granted by the owner, five hundred dollars (\$500) for each day that expires after specified time for completion and readiness for final payment until work is completed and ready for payment.

- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- I. Non-Payment of Contract Items

BIDDER understands and agrees to provisions for non-payment of monies as outlined in the Special Conditions for failure to complete a temporary erosion control measures, dust control, and/or maintenance and protection of traffic. This non-payment will be a permanent deduction from the total monies paid under this contract.

1. Bid Item No. 1 - In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form.

Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 01 through Division 14, Division 31, through Division 33, inclusive of any related work in Division 21 through 28 and as per the construction documents, plan and specifications, and summary of work that require general construction work, and any other divisions not listed.

1. Bid Item No. 1:

Base Bid

Contractor Price:

(In Figures-Dollars and Cents)

\$

\$24,334,421.00

Contractor Price: (in words)

Twenty Four Million Three Hundred Thirty Four Thousand Four Hundred and Twenty One Dollars

2. Bid Item No. 2 – Allowance: 15% allowance for additional channel steel for floor infills where field conditions require additional material as needed and in coordination with Structural Engineer. 15% of JUST the channel steel value

Contractor Price:

(In Figures-Dollars and Cents)

\$

\$300,000.00

Contractor Price: (in words)

Three Hundred Thousand Dollars

3. Bid Item No. 3 – Allowance: Allowance for up to 30" of underpinning at elevator [we do not believe this will be required but could be].

Contractor Price:

(In Figures-Dollars and Cents)

\$50,000.00

Contractor Price: (in words)

Fifty thousand dollars and 00/100

4. Bid Item No. 4 - Allowance: Food Service Equipment, excluding kitchen hood [this will included in base]

Contractor Price:
(In Figures-Dollars and Cents)

\$25,000.00

Contractor Price: (In words)

Twenty five thousand dollars and 00/100

5. Bid Item No. 5 - Unit Price: Interior excavation of soils beyond what is required in base scope per cubic feet

Contractor Unit Price:
(In Figures-Dollars and Cents)

\$ 100.00 /cubic yard

Contractor Unit Price:

/cubic yard

(in words)

One Hundred Dollars per Cubic Yard.

Total Bid Price Items 1-4 Lump Sum in Figures: \$24,709,421.00

Total Bid Price Items 1-4 Lump Sum In Words: Twenty Four Million Seven Hundred Nine Thousand Four Hundred and Twenty One Dollars

Notes:

1. Amount shall be shown in both words and figures where indicated.
2. In case of discrepancy between the prices written in words and figures, the prices written in words shall govern.

The awards will be made to the lowest responsive bidder based upon the Total Bid Price.

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;

5. Bid Item No. 5 - Unit Price: Interior excavation of soils beyond what is required in base scope per cubic foot

Contractor Unit Price: \$ 100 /cubic foot
(in Figures-Dollars and Cents)

Contractor Unit Price: /cubic foot
(in words) One Hundred Dollars per Cubic yard

6. Bid Item No. 6 - Unit Price: Re-Pointing of entire 2nd & 3rd Floor exterior brick to be included in base bid (deduct unit price per square foot)

Contractor Unit Price/Deduct: \$ 55.00 /square foot
(in Figures-Dollars and Cents)

Contractor Unit Price/Deduct: /square foot
(in words) Fifty Five Dollars per Square Foot

7. Bid Item No. 7 - Unit Price: Re-Pointing 25% of 1st Floor exterior brick measured from grade to second floor & 25% of 1st floor interior exposed brick to be included in base bid (add deduct unit price per square foot)

Contractor Unit Price- Add/Deduct: \$ 55.00 /square foot
(in Figures-Dollars and Cents)

Contractor Unit Price-Add/Deduct: /square foot
(in words) Fifty Five Dollars per Square Foot

8. Bid Item No. 8 - Unit Price: Masonry Crack Repair / 500 L.F. to be included in base bid (add deduct unit price per linear foot)

Contractor Unit Price-Add/Deduct: \$ 525.00 /Linear foot
(in Figures-Dollars and Cents)

Contractor Unit Price-Add/Deduct: /Linear foot
(in words) Five Hundred and Twenty Five Dollars per Linear Foot.

Total Bid Price Items 1-4 Lump Sum Including repointing entire 2nd and 3rd floor exterior, repointing 25% of 1st floor exterior & 25% of 1st floor interior and masonry crack repair 500 L.F.

in Figures: \$1,450,000.00

Total Bid Price Items 1-4 Lump Sum Including repointing entire 2nd and 3rd floor exterior, repointing 25% of 1st floor exterior & 25% of 1st floor interior and masonry crack repair 500 L.F.

in Words: One Million Four Hundred and Fifty Thousand Dollars

21-088

Former O&W Station Rehabilitation & Restoration

000310-1

GC Bid Form

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

Butler Construction Group, Inc.

(Signature of Individual or Corporate Name)

07/02/2025

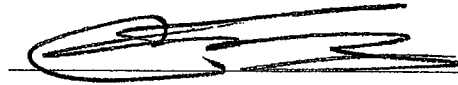
(Date)



(Signature of Corporate Officer – if applicable)

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 his knowledge and belief; (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and (3) no attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition."



Eric Butler - President
Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-1
GC Bid Form

If BIDDER is:
An Individual

By N/A (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By N/A (SEAL)
(Firm's Name)

(general partner)

Business Address: _____

Phone Number: _____

A Corporation

By Butler Construction Group, Inc. (SEAL)
(Corporation Name)

New York State
(State of Incorporation)

By Eric Butler (Signature)
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)
Attest Edna Torres-Ortiz (Signature)
(Secretary)

Business Address: 275 Union St, Montgomery NY, 12549

Phone Number: 845-769-7413

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-1
GC Bid Form

A Joint Venture

By N/A

(Name)

(Address)

By _____

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Bidder References

Please list 5 previous projects of similar nature, completed by the bidder. Include Project Name, Description, Location, Dates, Contract Amount and Contact Name & Number.

1. See attached

2. _____

3. _____

4. _____

5. _____

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Butler Construction Group

NYS Vendor ID: 1100181910

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
1.	Agency/Owner Valley Central School District Phase 2/3 Site Improvements	Telephone No. 815.554.7631	Designer Architect and /or Design Engineer CS Arch	Award Date 05/06/2022	Amount \$6,850,115.99	Date Completed 09/02/2025
	Contact Person William Devine					
	Contract No. Contract 3-01 – Sitework	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
2.	Agency/Owner Pine Bush CSD Capital Improvement Phase 2/3	Telephone No. 518-857-1100	Designer Architect and /or Design Engineer CPL	Award Date 04/14/2021	Amount \$9,744,714.63	Date Completed 11/30/2023
	Contact Person Chuck Spella					
	Contract No. Contract #1 – GC Work	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
3.	Agency/Owner County Of Orange – Transfer Station Demo	Telephone No. (603) 499-6657	Designer Architect and /or Design Engineer Cornerstone PLLC	Award Date 08/04/2022	Amount \$2,082,965.00	Date Completed 12/31/2023
	Contact Person Bodhi Piedmont-Fleischmann					
	Contract No. RFB-OC033-22	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
4.	Agency/Owner Rockland Green	Telephone No. 845 753 2200	Designer Architect and /or Design Engineer RRT Design and Construction	Award Date 08/31/2021	Amount \$8,382,981.21	Date Completed 10/31/2024
	Contact Person Gerard Demiani					
	Contract No. Contract #2 RFP No. 2021-10	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
5.	Agency/Owner State University Construction Fund – SUNY New Paltz	Telephone No. 518 320 1783	Designer Architect and /or Design Engineer Mosaic Associates Architects	Award Date 10/28/2021	Amount \$6,442,100.00	Date Completed 02/01/2024
	Contact Person Natalie Christman					
	Contract No. D00666	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Butler Construction Group, Inc.

NYS Vendor ID: 1100181910

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
Agency/Owner	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed	
6. Town of New Paltz - Phase III Backup Water Supply	315-457-5200	Barton and Loguidice	10/18/2021	\$2,059,310.06	12/31/2024	
Contact Person Lisa Ponce						
Contract No. 1881-001.002	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A	
7. Agency/Owner NYS Parks - Minnewaska Visitors Center			Award Date 11/27/2019	Amount \$9,618,533.37	Date Completed 06/01/2021	
Contact Person Frank McCue - NYS Parks	Telephone No. 518-703-1885	Designer Architect and/or Design Engineer BKSK Architects, LLP.				
Contract No. D005668	Prime or Sub GC Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A	
8. Agency/Owner Amazon.com/KYDC, LLC. - Amazon Warehouse DY01			Award Date 04/29/2020	Amount \$6,336,430.32	Date Completed 12/15/2020	
Contact Person Chad Titworth	Telephone No. 940-518-0044	Designer Architect and/or Design Engineer Stantec Consulting Services, LLC.				
Contract No. 1030030-011	Prime or Sub Site Subcontractor	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A	
9. Agency/Owner West Point Military Academy			Award Date 03/01/2018	Amount \$10,000,000.00	Date Completed 12/31/2023	
Contact Person Chris Varmon	Telephone No. 215-370-7425	Designer Architect and/or Design Engineer Balfour Beatty Communities				
Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A	
10. Agency/Owner Sparkill Palisades Fire District			Award Date 11/27/2018	Amount \$3,384,840.28	Date Completed 06/01/2021	
Contact Person Mike Yannazone	Telephone No. 914-490-4866	Designer Architect and/or Design Engineer Sendlewski Architects, P.C.				
Contract No. 10-202-0141	Prime or Sub yanny235@msn.com	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Butler Construction Group

NYS Vendor ID: 1100181910

Question 3.1: List all current uncompleted construction contracts:						
1.	Agency/Owner Office of General Services – DOT Headquarters		Award Date- 01/06/2022		Completion Date 7/22/2025	
	Contact Person Karen Gaston	Telephone No. 845 216-7566	Designer Architect and /or Design Engineer LaBella			
	Contract No. 45552	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
	General Construction		Total Contract Amount \$10,214,400	Amount Sublet to others \$4,000,000.00	Uncompleted Amount \$500,000.00	
2.	Agency/Owner Orange County Medical Examiner		Award Date 04/24/2023		Completion Date 04/01/2025	
	Contact Person Scott Razzano	Telephone No. (845) 545-4012	Designer Architect and /or Design Engineer Hyman Hayes Associate, LLC.			
	Contract No. RFB-OCI77-22	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
	General Construction		Total Contract Amount \$15,010,810.00	Amount Sublet to others \$8,000,000.00	Uncompleted Amount \$50,000.00	
3.	Agency/Owner City Of Newburgh - Delano Hitch Aquatic Center		Award Date 01/31/2024		Completion Date 05/24/2025	
	Contact Person Jonathan Dirocco	Telephone No. 845-686-2301	Designer Architect and /or Design Engineer Clark Patterson Lee			
	Contract No. Bid No 12.23	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
	General Construction		Total Contract Amount \$10,024,210.00	Amount Sublet to others \$4,000,000.00	Uncompleted Amount \$2,500,000.00	
4.	Agency/Owner Greenwood Lake Union Free School District Improvements		Award Date 12/19/2024		Completion Date 09/01/2025	
	Contact Person Ann Lierow	Telephone No. 845-782-8678	Designer Architect and /or Design Engineer Clark Patterson Lee			
	Contract No. Contract #1 - GC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
	General Construction		Total Contract Amount \$1,929,210.00	Amount Sublet to others \$500,000.00	Uncompleted Amount \$1,900,000.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Butler Construction Group

NYS Vendor ID: 1100181910

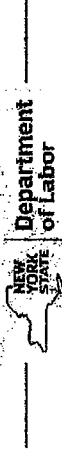
Question 3.1: List all current uncompleted construction contracts:									
Agency/Owner	Contract Information			Designer Architect and /or Design Engineer	Award Date	Completion Date			
Contact Person	Telephone No.	Joint Venture (JV) Name, if applicable	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable				
Contract No.	Prime or Sub	Sub	Total Contract Amount	Uncompleted Amount					
5.	Agency/Owner Harco National Insurance Company – Belleayre Ski Center – Discovery and Overlook Lodges Contact Person Kyle Murphy Telephone No. 443-569-9478 Designer Architect and /or Design Engineer QPK Joint Venture (JV) Name, if applicable N/A Amount Sublet to others \$11,500,000.00 Uncompleted Amount \$19,597,351.89 Completion Date 12/31/2025								
6.	Agency/Owner GME Energy, LLC – Maybrook Solar Farm Contact Person Rob Wissolik Telephone No. 419-725-3288 Designer Architect and /or Design Engineer Colliers Engineering and Design Joint Venture (JV) Name, if applicable N/A Amount Sublet to others \$150,000.00 Uncompleted Amount \$800,000.00 Completion Date 12/01/2025								
7.	Agency/Owner Designer Architect and /or Design Engineer Telephone No. Joint Venture (JV) Name, if applicable Total Contract Amount \$1,441,103.00 Amount Sublet to others Uncompleted Amount								
8.	Agency/Owner Designer Architect and /or Design Engineer Telephone No. Joint Venture (JV) Name, if applicable Total Contract Amount Amount Sublet to others Uncompleted Amount								

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **Butler Construction Group**NYS Vendor ID: **1100181910**

Question 3.1: List all current uncompleted construction contracts:							
9.	Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable				
Total Contract Amount			Amount Sublet to others	Uncompleted Amount			
10.	Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date		
Contract Person	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
Total Contract Amount			Amount Sublet to others	Uncompleted Amount			
Grand Total All Uncompleted Contracts				\$25,347,351.89			

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Butler Construction Group Inc.

DBA: Butler Construction Group, Inc.

275 Union Street

Rear Office Trailer

MONTGOMERY, New York 12549

Phone Number: 8457697413

Registration Number: 24-648F8-CR

Date of Issue: 2024-12-27

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor



Bid Bond

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

CONTRACTOR:

(Name, legal status and address)

Butler Construction Group, Inc.
275 Union Street
Montgomery, NY 12549

OWNER:

(Name, legal status and address)

City of Middletown
16 James Street
Middletown, NY 10940

BOND AMOUNT: \$ Ten Percent of the Principals Bid Amount
(10% of the Principals Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)
Former O&W Middletown Station Rehabilitation & Restoration
Contract 1 - General Contract (GC)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.
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 23rd day of June 2025

Butler Construction Group, Inc.
(Contractor as Principal)
(Seal)
(Title) Eric Butler, President
Hudson Insurance Company
(Surety)
(Title) Jeffrey W. Price, Attorney-in-Fact

(Witness)
(Witness) Mary E. Eary

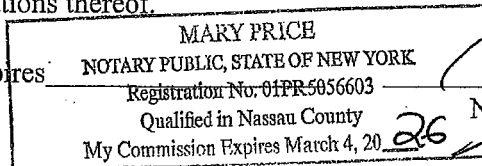
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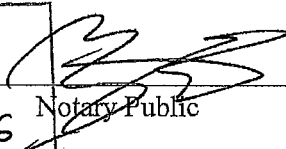
Surety Acknowledgment

State of New York }
 } ss:
County of Nassau }

On this 23rd day of June, 2025, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires




Notary Public

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2024

ASSETS

Bonds	\$	188,287,807
Preferred stocks		61,805,229
Common stocks		401,331,732
Mortgage Loans on Real Estate		254,008,379
Cash on hand and on deposit		185,250,191
Reinsurance Receivable		837,335,471
FIT recoverable (including net deferred tax asset)		29,394,353
Uncollected premiums and agents' balances in the course of collection		23,377,284
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		188,539,279
Other Assets		588,815,535
Total Assets	\$	2,758,145,260

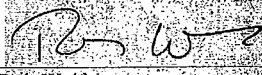
LIABILITIES & SURPLUS

Losses	\$	382,993,867
Loss adjustment expense		40,237,083
Other expenses		36,278,514
Unearned Premiums		136,249,222
Ceded reinsurance premiums payable		1,224,966,452
Payable to parent, subsidiaries and affiliates		8,706,790
Commissions payable, contingent commissions and other similar charges		54,920,138
Other Liabilities		157,995,347
Total Liabilities	\$	2,042,307,413
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		414,857,512
Surplus as regards policyholders	\$	715,837,847
Total Liabilities and Surplus	\$	2,758,145,260

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Rob Wolf, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2024.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of March, 2025.


Rob Wolf
Chief Financial Officer

Subscribed and sworn to before me this 25th day of March, 2025.
My commission expires



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price and Rachel L. Price

of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 2024 at New York, New York.



(Corporate seal)

Attest: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: Andrew A. Dickson
Andrew A. Dickson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 15th day of November, 2024 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 23rd day of June, 2025

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary



Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

September 16, 2025

Jacob Tawil, PE
Commissioner of DPW
City of Middletown
16 James Street
Middletown, NY 10940

Re: Former O&W Station Rehabilitation Project
HVAC Bid (MC)
DSI Mechanical Contractors, A.K.A. Dynamic Systems, (DSI) LLC
Project #21-088

Dear Commissioner Tawil ,

Our review of the July 2, 2025 HVAC (MC) bid from DSI Mechanical Contractors showed the following:

1. We have called references given for similar projects, the references were all good with years of continued service.
2. Contractors Verification Statement of registration section 202A New York State Labor Law certificate was confirmed effective at the time of the bid.
3. Bid Bond is acceptable.
4. Forty Five (45) Day extension given for the project bid by the contractor until 9/30/25.

233 East Main Street
Middletown, NY 10940
(845)344-5863



Based on the above material vetted as noted, we recommend the award of the HVAC (MC) contract bid for the Former O&W Station Rehabilitation to the sole qualified bid of:

DSI Mechanical Contractors, A.K.A. Dynamic Systems, (DSI) LLC
417 Manchester Road
Poughkeepsie, New York 12603

In the Amount of:

Bid: \$4,818,800.00

Allowance: \$20,000.00

Bid Total: \$4,838,800.00

Please advise if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", is written over a light blue horizontal line.

Alfred A. Fusco, Jr., P.E.

Fusco Engineering
& Land Surveying, D.P.C.

Cc: Mayor Joseph DeStefano, City of Middletown
Katie Gass, City of Middletown
Alex Smith, Esq, City of Middletown
Caitlin McNamara, City of Middletown
Mary Connolly, City of Middletown
Mary Louise Conrow, Esq., Coughlin & Gerhart, LLP
Alfred A. Fusco, Jr., P.E., FE&LS
Nathan Brown, C&S

CONTRACT 3 - HVAC (MC) BID FORM

BIDDER Name DSI Mechanical Contractors
Address 417 Manchester Road
Poughkeepsie, NY 12603
Phone and Fax (845) 454-0600 / (845) 454-0608
Email: eschmauch@dsi.us
Date 7/2/25

PROJECT: **CITY OF MIDDLETOWN
FORMER O&W MIDDLETOWN STATION
REHABILITATION & RESTORATION**

OWNER: City of Middletown
16 James Street
Middletown, New York 10940

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish 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 other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):
- | | |
|---------------------|-----------------|
| Date <u>6/13/25</u> | Number <u>1</u> |
| Date <u>6/24/25</u> | Number <u>2</u> |
| Date <u>6/24/25</u> | Number <u>3</u> |
- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- D. Contract Time and Liquidated Damages
- The Contract Time commences to run as provided in the Contract Documents and completed and ready for final payment in accordance with the Contract Documents. Contract period is 480 calendar days by December 31, 2026.
- CONTRACTOR shall pay OWNER as specified liquidated damages shall be \$20 per \$100,000 of contract value to be assessed per day for each day beyond the contract the substantial completion date established in the contract. After substantial completion if contractor shall neglect the remaining work within contract time or any proper extension thereof granted by the owner, five hundred dollars (\$500) for each day that expires after specified time for completion and readiness for final payment until work is completed and ready for payment.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- I. Non-Payment of Contract Items

BIDDER understands and agrees to provisions for non-payment of monies as outlined in the Special Conditions for failure to complete a temporary erosion control measures, dust control, and/or maintenance and protection of traffic. This non-payment will be a permanent deduction from the total monies paid under this contract.

1. Bid Item No. 1 - In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, MC Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.

Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00 through Division 13, Division 23, inclusive of any related work in other Divisions, section 078413 penetrations, fire suppression, section 079200 joint sealants, construction documents, plans, and/or specifications that require HVAC Work and Section 01010 – "Summary of Work"

1. Bid Item No. 1: Lump Sum

Contractor Price: \$ 4,818,800.00
(in Figures-Dollars and Cents)

Contractor Price: (in words) Four Million Eight Hundred Eighteen Thousand Eight Hundred Dollars

2. Bid Item No. 2 – Allowance:

Contractor Price: \$20,000.00
(in Figures-Dollars and Cents)

Contractor Price: (in words) Twenty thousand dollars and 00/100

3. Bid Item No. 3 – Allowance: Radon Mitigation System [This will be delegated design, but we do not know if it will be necessary until the building is completed and tested]
\$15,000 Delegated Design / \$100,000 Radon Mitigation System including all fans up to 1st floor line.

Total Bid Price Items 1 & 2 Lump Sum In Figures: \$4,838,800.00

Total Bid Price Items 1 & 2 Lump Sum in Words: Four Million Eight Hundred Thirty Eight Thousand Eight Hundred Dollars

Notes:

1. Amount shall be shown in both words and figures where indicated.
2. In case of discrepancy between the prices written in words and figures, the prices written in words shall govern.
3. Bid item No. 3 to be determined after building completing and tested.

The awards will be made to the lowest responsive bidder based upon the Total Bid Price.

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

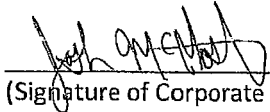
- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

DSI Mechanical Contractors

(Signature of Individual or Corporate Name)

7/2/25

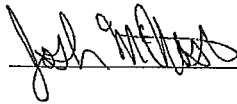
(Date)



(Signature of Corporate Officer – if applicable)

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 his knowledge and belief; (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and (3) no attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition."



Operations Manager
Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-3
MC Bid Form

If BIDDER is:
An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)

(Firm's Name)

(general partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____ **DSI Mechanical Contractors** (SEAL)

(Corporation Name)

Texas
(State of Incorporation)

By _____ **Joshua McIntosh**

(Name of Person Authorized to Sign)
Operations Manager

(Title)

(Corporate Seal) *Allan T. Heston*
Attest _____

(Secretary)

Business Address: _____ **417 Manchester Road**

Poughkeepsie, NY 12603

Phone Number: _____ **(845) 454-0600**

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Bidder References

Please list 5 previous projects of similar nature, completed by the bidder.

Include Project Name, Description, Location, Dates, Contract Amount and Contact Name & Number.

1. Pine Bush CSD -Phase II - April 2021 through December 2023
Pine Bush, NY
\$4,091,425
HVAC and Plumbing Work at various schools
2. Cardiac Care Center - Vassar Brothers Hospital - June 2022 through April 2024
Poughkeepsie, NY
\$3,543,500
HVAC Work at New 8th Floor Cardiac Care Center
3. New Left Field Clubhouse @ Dutchess Stadium - March 2023 through September 2024
Fishkill, NY
\$1,768,700
HVAC work at New Clubhouse
4. Port Jervis Middle School - Port Jervis CSD - April 2022 through September 2024
Port Jervis, NY
\$7,470,000
HVAC work at Port Jervis Middle School
5. Pine Plains CSD 2021 Capital Project - April 2022 through November 2023
\$2,092,000
HVAC & Plumbing work at Pine Plains Central School District

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that:

By submission of this Bid each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A Bid shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- (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 person 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 County makes a determination that the goods and services are necessary for the County 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.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DSI Mechanical Contractors

BUSINESS NAME

Joshua McIntosh

NAME

SIGNATURE

Operations Manager

TITLE

7/2/25

DATE

END OF SECTION

DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR & SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

"...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity."

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any "doing business as" name for each of the foregoing and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name: Dynamic Systems, Inc. DBA Dynamic Mechanical Contractors

Nature of Relationship: Dynamic Mechanical Contractors is the New York
branch of Dynamic Systems, Inc.

Entity Name: _____

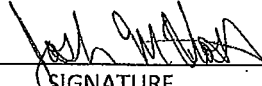
Nature of Relationship: _____

Entity Name: _____

Nature of Relationship: _____

STATE OF NEW YORK)
COUNTY OF Columbia)ss.:

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.
7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.



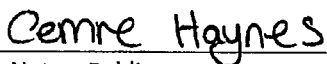
SIGNATURE
Joshua McIntosh

PRINT NAME
DSI Mechanical Contractors

NAME OF CONTRACTOR
Operations Manager

TITLE WITH CONTRACTOR

On this 2 day of July, 2025, before me personally appeared Joshua McIntosh, to me known, and known to me to be one of the firm of DSI Mechanical Contractors described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.



Notary Public

CEMRE HAYNES
Notary Public, State of New York
NO. 01HA0035331
Qualified in Columbia County
Commission Expires 03/26/2029

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

END OF SECTION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, DSI Mechanical Contractors certifies, to the best of his or her
[Company]
knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DSI Mechanical Contractors, certifies or affirms the truthfulness
[Company]

and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

XX No federal or other than federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

21-088

Former O&W Station Rehabilitation & Restoration

004955

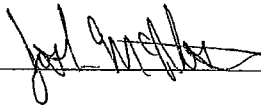
BYRD Anti-Lobbying Amendment Certification

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of other than federal funds for lobbying in connection with this application/award/contract.

[Signature appears on following page.]

Executed this 2nd day of July, 20 25

By:  (Signature of Executing Official)
(Title of Executing Official)

Joshua McIntosh
(Type or Print Name)

END OF SECTION

21-088
Former O&W Station Rehabilitation & Restoration

01420
Final Inspection



April 4, 2024

RE: Notice of Authorized Signatory

Dear Sir/Madam:

Please be advised that Mr. Joshua McIntosh, Project Executive for Dynamic Systems, Inc., is authorized to sign and submit bid response related documents and contracts on behalf of Dynamic Systems, Inc. related to projects located in the state of New York.

DYNAMIC SYSTEMS, INC.

H. Peyton Henderson
Sr. VP/CFO/Director

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on August 14, 2012.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

Certificate of Assumed Name
Pursuant to General Business Law, §130

1. NAME OF ENTITY

DYNAMIC SYSTEMS, INC.

20120814024

1a. FOREIGN ENTITIES ONLY. If applicable, the fictitious name the entity agreed to use in New York State is:

DSI MECHANICAL CONTRACTORS,

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- ☒ Business Corporation Law ☐ Limited Liability Company Law
☐ Education Law ☐ Not-for-Profit Corporation Law
☐ Insurance Law ☐ Revised Limited Partnership Act
☐ Other (specify law):

3. ASSUMED NAME

C. B. STRAIN - A DIVISION OF DYNAMIC SYSTEMS

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

3901 S. LAMAR BLVD., #300
AUSTIN, TX 78704

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

☐ ALL COUNTIES (If not, circle county[ies] below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	Nassau	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Pulham	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Oneida	Rensselaer	Stauben	Westchester
Chautauque	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fulton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME.

Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 6 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

417 MANCHESTER RD. (RT. 55)
P.O. BOX 3418
POUGHKEEPSIE, NY 12603

240 Washington Extension #505
Albany, NY 12203

☐ No New York State Business Location

201200140d7

INSTRUCTIONS FOR SIGNATURE: If corporation, by an officer; if limited partnership, by a general partner; if limited liability company, by a member or manager or by an authorized person or attorney-in-fact for such corporation, limited partnership, or limited liability company. If the certificate is signed by an attorney-in-fact, include the name and title of the person for whom the attorney-in-fact is acting. (Example, John Smith, attorney-in-fact for Robert Johnson, president.)

Russell K Rehmann
Name of Signer

[Signature]
Signature

President
Title of Signer

CERTIFICATE OF ASSUMED NAME
OF

DYNAMIC SYSTEMS, INC.

(Insert Entity Name)

Pursuant to §130, General Business Law

Filed by: Dynamic Systems, Inc.
(Name)

3901 S. LAMAR #300
(Mailing address)

Austin, TX 78704
(City, State and Zip code)

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. The Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or transacts business: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

(For office use only)

010402000462

LAH

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 14 2012

TAX \$ 285776

BY: LAH

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The State of Texas

SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

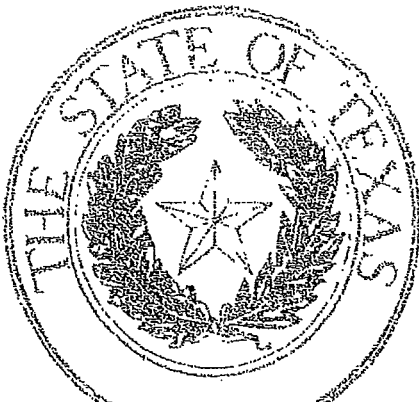
DYNAMIC SYSTEMS, INC.
CHARTER #1093825

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated NOVEMBER 3, 19 88.



Carl M. Rogers

Secretary of State

mfg



Dynamic Systems, Inc.
3901 South Lamar Suite 300
Austin, Texas 78704

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Dynamic Systems, Inc.

DBA: DSI Mechanical Contractors

3901 South Lamar Suite 300

Austin, Texas 78704

Phone Number: 5124434848

Registration Number: 25-64JZA-CR

Date of Issue: 2025-01-02

Expiration Date: 2027-01-02

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DSI Mechanical Contractors
417 Manchester Road
Poughkeepsie, NY 12603

SURETY:

(Name, legal status and principal place
of business) Hartford Fire Insurance Company

One Hartford Plaza
Hartford, CT 06155-0001

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)

City of Middletown, Dept of Public Works
16 James Street
Middletown, NY 10940

BOND AMOUNT:

Ten Percent Of Greatest Amount Bid

(10% of GAB)

PROJECT:

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

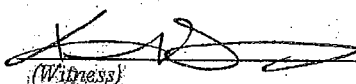
Former O&W Middletown Station Rehabilitation and Restoration HVAC Contract (MC)

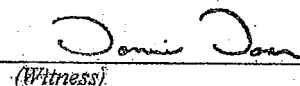
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

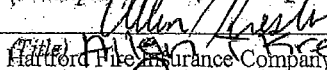
Signed and sealed this 2nd day of July 2025


(Witness)

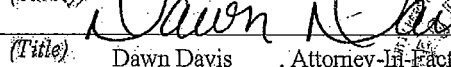

(Witness)

DSI Mechanical Contractors

(Principal)


Hartford Fire Insurance Company

(Surety)


(Title) Dawn Davis 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.

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-767-6835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 46-461496

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Ashlie Atkins, Mistie Beck, Edward R. Bowles, Dawn Davis, Walter J. DeLaRosa, Donnie Doan, Christen Tyner of DALLAS, Texas

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 2, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2024

Statutory Basis

ASSETS

U.S. Government Bonds	\$ 609,682,179
Bonds of Other Governments	193,860,797
Miscellaneous Bonds	7,247,951,731
Stocks	6,047,892,004
Short Term Investments	40,178,482
	<u>\$ 14,139,565,193</u>
Real Estate	\$ 281,188,107
Cash	40,295,980
Agents' Balances (Under 90 Day)	4,070,526,697
Other Invested Assets	4,681,238,534
Miscellaneous	4,187,372,876
Total Admitted Assets	<u>\$ 27,400,187,387</u>

LIABILITIES

Reserve for Claims	\$
and Claim Expense	11,343,227,448
Reserve for Unearned Premiums	2,808,545,447
Reserve for Taxes, License	
and Fees	39,454,246
Miscellaneous Liabilities	1,063,411,097
Total Liabilities	<u>\$ 15,254,638,238</u>
Capital Paid In \$	55,320,000
Surplus	<u>12,090,229,149</u>
Surplus as regards Policyholders	<u>\$ 12,145,549,149</u>
Total Liabilities, Capital	
and Surplus	<u>\$ 27,400,187,387</u>

STATE OF FLORIDA
SEMINOLE COUNTY
CITY OF LAKE MARY

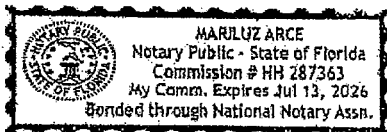
} ss.

Joelle L. LaPierre, Assistant Vice President and Phyllis A. Clark, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2024.

Subscribed and sworn to before me this
14th day of August, 2024.

Marluz Arce

Notary Public



Joelle L. LaPierre
Joelle L. LaPierre, Assistant Vice President

Phyllis A. Clark
Phyllis A. Clark, Assistant Secretary

Bidder References

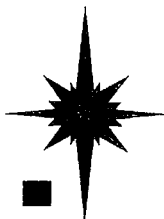
Please list 5 previous projects of similar nature, completed by the bidder.

Include Project Name, Description, Location, Dates, Contract Amount and Contact Name & Number.

1. Pine Bush CSD -Phase II - April 2021 through December 2023
Pine Bush, NY
\$4,091,425
HVAC and Plumbing Work at various schools
Pike Construction - Chris Thomas (518)337-0346 thomc@pikeco.com
2. Cardiac Care Center - Vassar Brothers Hospital - June 2022 through April 2024
Poughkeepsie, NY
\$3,543,500
HVAC Work at New 8th Floor Cardiac Care Center
Gilbane Construction - Tom Pellegrino (518)269-6508 tpellegrino@gilbaneco.com
3. New Left Field Clubhouse @ Dutchess Stadium - March 2023 through September 2024
Fishkill, NY
\$1,768,700
HVAC work at New Clubhouse
Piazza Brothers - Damon Baxter (203)223-1124 damon@piazabrothers.com
4. Port Jervis Middle School - Port Jervis CSD - April 2022 through September 2024
Port Jervis, NY jboesch@pjschools.org
\$7,470,000
HVAC work at Port Jervis Middle School
Port Jervis CSD - (845)858-3100 ext. 7510
5. Pine Plains CSD 2021 Capital Project - April 2022 through November 2023
\$2,092,000 m.mccarthy@ppcsd.org
HVAC & Plumbing work at Pine Plains Central School District
Pine Plains CSD - Mike McCarthy (518)755-4515
310-3-8

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

September 16, 2025

Jacob Tawil, PE
Commissioner of DPW
City of Middletown
16 James Street
Middletown, NY 10940

Re: Former O&W Station Rehabilitation Project
Plumbing Bid (PC)
Hauser Bros Inc. Bid
Project #21-088

Dear Commissioner Tawil,

Our review of the September 2, 2025 plumbing bid (PC) from Hauser Bros Inc. showed the following:

1. No contact information for bidders references given as requested, received 9/15/25, minor informality.
2. Addendum #2 issued August 26, 2025, was not acknowledged on their bid sheet, minor informality.
3. We have called referenced from the Department of General Services County of Rockland, BOCES Rockland, and SUNY Rockland. The references were good all with many years of continued service.
4. Contractors Verification Statement of registration section 202A New York State Labor Law certificate was confirmed effective at the time of the bid.
5. Bid bond acceptable.
6. 45 days from bid is 10/17/25.

233 East Main Street
Middletown, NY 10940
(845)344-5863



Based on the above material vetted as noted, we recommend the award of the plumbing contract bid for the Former O&W Station Rehabilitation to the sole qualified bid of:

Hauser Bros Inc.
17 Old School House Lane
Orangeburg, New York 10902

In the Amount of:

Bid: \$2,518,000.00
Allowance: \$20,000.00
Bid Total: \$2,538,000.00

Please advise if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", is written over a light blue horizontal line.

Alfred A. Fusco, Jr., P.E.

Fusco Engineering
& Land Surveying, D.P.C.

Cc: Mayor Joseph DeStefano, City of Middletown
Katie Gass, City of Middletown
Alex Smith, Esq, City of Middletown
Caitlin McNamara, City of Middletown
Mary Connolly, City of Middletown
Mary Louise Conrow, Esq., Coughlin & Gerhart, LLP
Alfred A. Fusco, Jr., P.E., FE&LS
Nathan Brown, C&S

CONTRACT 2 - PLUMBING (PC) BID FORM

BIDDER Name Hauser Bros Inc

Address 17 Old Schoolhouse Lane

Orangeburg, NY 10962

Phone and Fax 845-359-1881

Email: thauser@hauserbros.com

Date 9/2/25

PROJECT: **CITY OF MIDDLETOWN**
FORMER O&W MIDDLETOWN STATION
REHABILITATION & RESTORATION
INCLUDING ALL WORK BUT NOT LIMITED TO WORK SHOWN ON PLAN AND
SPECIFICATIONS, BID FORM AND SUMMARY OF WORK

OWNER: City of Middletown
 16 James Street
 Middletown, New York 10940

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish 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 other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):
- | | |
|----------------------|-----------------|
| Date <u>Received</u> | Number <u>1</u> |
| Date _____ | Number _____ |
| Date _____ | Number _____ |
- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- D. Contract Time and Liquidated Damages
- The Contract Time commences to run as provided in the Contract Documents and completed and ready for final payment in accordance with the Contract Documents. Contract period is 480 calendar days by December 31, 2026.
- CONTRACTOR shall pay OWNER as specified liquidated damages shall be \$20 per \$100,000 of contract value to be assessed per day for each day beyond the contract the substantial completion date established in the contract. After substantial completion if contractor shall neglect the remaining work within contract time or any proper extension thereof granted by the owner, five hundred dollars (\$500) for each day that expires after specified time for completion and readiness for final payment until work is completed and ready for payment.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- I. Non-Payment of Contract Items

BIDDER understands and agrees to provisions for non-payment of monies as outlined in the Special Conditions for failure to complete a temporary erosion control measures, dust control, and/or maintenance and protection of traffic. This non-payment will be a permanent deduction from the total monies paid under this contract.

1. Bid Item No. 1 - In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, PC Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.

Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 01 through Division 13, all sections including temporary facilities, and section 078413 penetrations, fire stopping as required, section 079200 joint sealants as required, Division 21 fire suppression, all sections, division 22 plumbing all sections, inclusive of any related work in other Divisions, plans, and/or specifications and summary of work that require Plumbing Work.

1. Bid Item No. 1:

Contractor Price:

(In Figures-Dollars and Cents)

\$ 2,518,000

Contractor Price: (in words) : Two Million Five Hundred Eighteen Thousand

2. Bid Item No. 2 – Allowance:

Contractor Price:

(In Figures-Dollars and Cents)

\$20,000.00

Contractor Price: (in words)

Twenty thousand dollars and 00/100

Total Bid Price Items 1 & 2 Lump Sum In Figures: 2,538,000

Total Bid Price Items 1 & 2 Lump Sum in Words: Two Million Five Hundred Thirty Eight Thousand

Notes:

1. Amount shall be shown in both words and figures where indicated.
2. In case of discrepancy between the prices written in words and figures, the prices written in words shall govern.

The awards will be made to the lowest responsive bidder based upon the Total Bid Price.

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

Häuser Bros Inc

(Signature of Individual or Corporate Name)

9/2/25

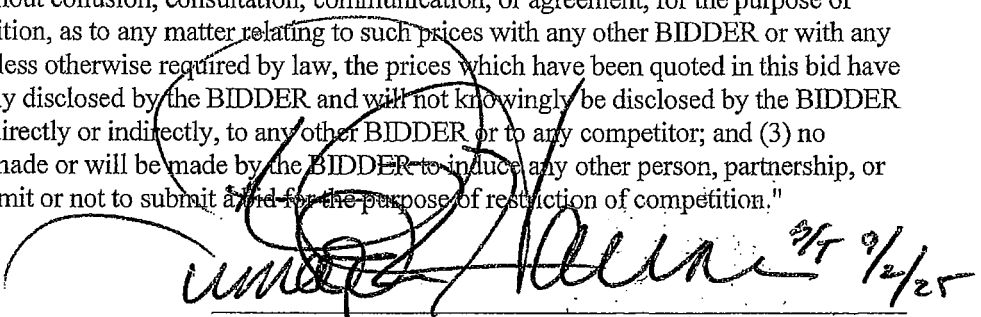
(Date)

(Signature of Corporate Officer -if applicable)

Timothy M. Häuser
Secretary/Treasurer

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 his knowledge and belief; (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and (3) no attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition."


Timothy M. Hauser Secretary/Treasurer

HAUSER BROS., INC.

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-2
PC Bid Form

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm's Name)

_____ (general partner)
Business Address: _____

Phone Number: _____

A Corporation

By Hauser Bros Inc (SEAL)
(Corporation Name)

New York

_____ (State of Incorporation)

By Timothy M. Hauser
(Name of Person Authorized to Sign)

Secretary/Treasurer

(Title)

(Corporate Seal)
Attest _____

_____ (Secretary)

Business Address: 17 Old Schoolhouse La Orangeburg, NY 10962

Phone Number:

845-359-1881

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-2
PC Bid Form

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

21-088

Former O&W Station Rehabilitation & Restoration

00 0310-2
PC Bid Form

Bidder References

Please list 5 previous projects of similar nature, completed by the bidder.

Include Project Name, Description, Location, Dates, Contract Amount and Contact Name & Number.

1. See Attached

2.

3.

4.

5.

Year of Project	Type of Work	Owner	Final Contract Amount	Completed
2024	Building E Utility Plant	County of Rockland	18,411,754.00	no
	SOCSD-2022 Bond Phase 1	SOCSD	168,987.00	no
	Packaging Transformation	Friot-Lay Popcorners	1,367,713.85	no
8/16/2024	Extension Boiler Replacement	NRCSD	578,716.00	no
8/16/2024	Extension Boiler Replacement	NRCSD	103,615.00	no
9/8/2024	VWNY-Lake Deforest Phase II	Veolia	2,085,700.00	no
1/2/2025	Domestic Water Pump	County of Rockland	158,000.00	no
3/25/2025	NUFSD 5 Capital Maintenance	Nanuet Union Free School	117,785.00	no
3/25/2025	NUFSD 5 Capital Highview	Nanuet Union Free School	189,450.00	no
3/25/2025	NUFSD 5 Capital Education	Nanuet Union Free School	86,250.00	no
4/1/2011	WWTP Equip. Replacement	RCSD #1	2,884,000.00	yes
9/8/2014	Rock PC Demo Bldg 11	DASNY	536,251.00	yes
4/22/2015	Fire Training	County of Rockland/Yeager	518,844.00	yes
7/1/2015	Exit 12 Tappan Zee	TZ Constructors	1,975,000.00	yes
12/22/2015	Mount Ivy & Wilder Road	RCSD #1	488,536.00	yes
1/11/2016	Contract 16.2 Upper Nyack	Nyack Public Schools	273,444.00	yes
1/14/2016	Contract 16.1 Upper Nyack	Nyack Public Schools	234,002.33	yes
2/25/2016	Cottage Lane	SOCSD	350,214.06	yes
8/17/2016	Warwick Bus Garage	Verticon	354,163.00	yes
9/28/2016	Analytical Lab Expansion	Teva/Structure Tone	3,795,012.00	yes
12/23/2016	Palisades School Boiler	SOCSD	234,000.00	yes
6/13/2016	Verizon Fuel Storage	LeChase Construction	598,493.00	yes
1/12/2017	Nano Particle Lab	Fred L. Holt Inc.	181,961.00	yes
1/17/2017	Moleston FD	Moleston FD	772,204.00	yes
10/5/2017	Tallman FD	Tallman FD	351,744.00	yes
10/5/2017	Tallman FD	Tallman FD	173,182.00	yes
10/24/2017	WWTP Digester BR	Village of Suffern	347,103.00	yes
4/28/2017	Rockland Radio	County of Rockland	288,488.00	yes
5/1/2017	Rockland Lake Bath	NY State Office of Parks and Recreation	174,894.00	yes
5/8/2017	Ramapo HS Boiler	ERCSD	712,087.00	yes
5/8/2017	Elmwood Elementary	ERCSD	685,963.00	yes
1/9/2018	Concession Stand	ERCSD	128,931.05	yes
5/17/2018	Goshen High School	Goshen CSD	1,175,735.74	yes

Year of Project	Type of Work	Owner	Final Contract Amount	Completed
2018				
1/30/2019	Plumbing	Pfizer/Sordoni	236,800.00	yes
2/22/2019	Boiler Replacement	Thrall Library	19,500.00	yes
3/19/2019	Plumbing and HVAC	Sparkill Palisades FD	443,172.54	yes
4/1/2019	Plumbing	County of Rockland	93,933.00	yes
4/30/2019	Sewage Treatment/Co Gen	RCSD #1	5,539,840.00	yes
3/7/2019	HVAC	NYS Thurway	69,476.00	yes
3/7/2019	Plumbing	NYS Thurway	109,896.60	yes
3/19/2019	Plumbing	ERCSD	108,248.00	yes
4/1/2019	HVAC	North Rockland CSD	1,598,950.00	yes
4/25/2019	Plumbing	Warwick CSD	111,000.00	yes
5/8/2019	HVAC	ERCSD	721,516.96	yes
5/20/2019	Plumbing	County of Rockland	175,051.00	yes
6/18/2019	Plumbing	Suffern CSD	122,000.00	yes
12/23/2019	Plumbing	County of Rockland	361,113.50	yes
12/23/2019	HVAC	County of Rockland	505,919.00	yes
2/14/2020	Plumbing/Mechanical	Lamont Doherty	146,713.72	yes
2/17/2020	Plumb/HVAC	Mt. St. Mary's	154,035.64	yes
2/17/2020	Plumbing	Mt. St. Mary's	99,521.49	yes
4/22/2020	HVAC	Nyack Schools	907,381.90	yes
	Plumbing	Target	552,101.72	yes
	Plumbing	North Rockland CSD	16,152.00	yes
4/7/2021	HVAC	Valley Cottage Fire District	1,764,415.56	yes
	HVAC	Rockland Green	1,053,019.00	yes
10/26/2021	Plumbing/HVAC	SUEZ	833,876.26	yes
1/4/2022	HVAC	RCSD #1	979,447.45	yes
2/24/2022	Plbg/HVAC	SUEZ	307,640.01	yes
4/15/2024	HVAC	SUNY Orange	917,243.46	yes
3/25/2025	Plumbing	Frito-Lay Popcorners	870,794.62	yes

COVER PAGE
BIDDER ADDITIONAL FORMS

FORMS AND INFORMATION FOR ALL CONTRACTS
(The following forms are included in each contract associated
with this project, contracts listed below)

CONTRACT 1 – GENERAL CONSTRUCTION (GC)

CONTRACT 2 – PLUMBING CONTRACT (PC)

CONTRACT 3 – HVAC CONTRACT (MC)

CONTRACT 4 - ELECTRICAL CONTRACT (EC)

NOTICE OF AWARD

The City of Middletown Common Council after recommendations by the City of Middletown Board of Estimate and Apportionment and Department of Public Works hereby awards the Bid submitted by:

for the afore mentioned project, as described in the Advertisement for Bid dated April 30, 2025, for the Bid amount of:

As required, as described in the Information and Conditions to Bidders, a performance and Labor and Material bond and insurance are required within the specified time period. Failure to execute the Contract and furnish required Bonds within the specified time, will forfeit any and all rights as granted by law in favor of the Owner, in addition to the Bid Bond.

Acknowledgement of this award is required within 14 days of receipt. It is to be returned to the Owner by Certified mail, return receipt.

The contract signing has been scheduled for _____, 2025 at _____ P.M. at the City of Middletown City Hall, 16 James Street, Middletown, New York.

NOTICE OF AWARD:

Date: _____

Owner: _____

Title: _____

ACCEPTANCE OF NOTICE:

Date: _____

Contractor: _____

Title: _____

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that:

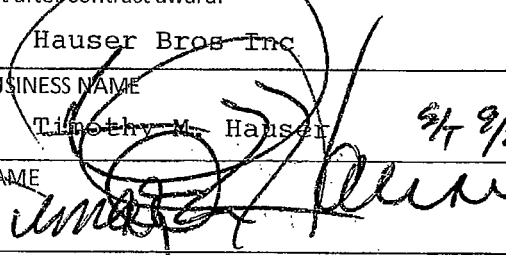
By submission of this Bid each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A Bid shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- (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 person 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 County makes a determination that the goods and services are necessary for the County 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.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

Hauser Bros Inc	
BUSINESS NAME	Secretary/Treasurer
Timothy M. Hauser	
NAME	TITLE
	9/2/25
SIGNATURE	DATE

END OF SECTION

DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR & SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

"...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity."

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any "doing business as" name for each of the foregoing and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name: Medina Insulation

PO Box 215 Wyckoff, NJ 07481

Nature of Relationship: Insulator Sub

Entity Name: SRI Fire Sprinkler 1060 Central Ave Albany, NY 12205

Nature of Relationship: Sprinkler Sub

Entity Name: _____

Nature of Relationship: _____

SUBCONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK)
COUNTY OF _____
_____)ss.:

_____ being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Subcontractor"), a subcontractor on public contract number _____ (hereinafter "the Contract") and I am duly authorized to make this Verified Statement on behalf of the firm.
2. That I make this Verified Statement in order to comply with the provisions of Section 220-a of New York Labor Law.
3. That on _____, the Subcontractor received from _____, the public improvement contractor/subcontractor that engaged this firm as a subcontractor on the Contract, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number _____ (PRC) specified in the Contract.
4. That the Subcontractor has reviewed such schedule(s) of wages and supplements and agrees to pay the applicable prevailing wages and to pay or provide the supplements specified therein.
5. I have read this Subcontractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

SIGNATURE

PRINT NAME

NAME OF SUBCONTRACTOR

TITLE WITH SUBCONTRACTOR

On this _____ day of _____, 20____, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the foregoing Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

If this verified statement is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

END OF SECTION

CONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK)
COUNTY OF Rockland)ss.:

Timothy M. Hauser

_____, being duly sworn, deposes and states:

1. That I am an officer of Hauser Bros Inc (hereinafter referred to as "the Contractor") and am duly authorized to make this Verified Statement on behalf of the Contractor on public contract number _____ (hereinafter "the Contract").
2. That the Contractor fully comprehends the terms and provisions of Section 220-a of the Labor Law.
3. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.
4. That, except as herein stated, there are no amounts due and owing from the Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. If there are none, please write "N/A".)

NAME

AMOUNT

n/a

5. That, upon information and belief, except as stated herein, there are no amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the known names of the persons whose wages or supplements are unpaid and the known amount due to each or on behalf of each, respectively. If there are none known to the Contractor, please write "N/A" and utilize clause 5A below.)

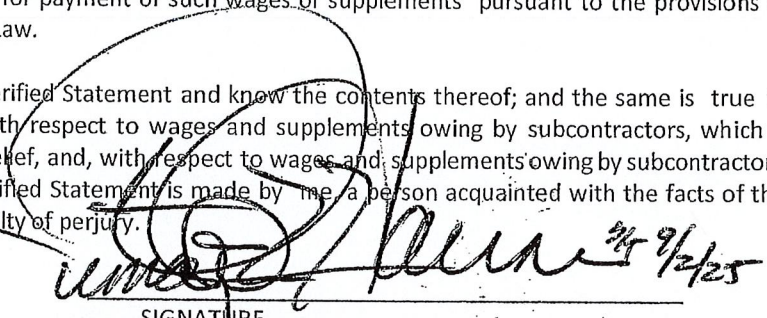
NAME

AMOUNT

n/a

- 5A. That the Contractor has no knowledge of amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract.

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.
7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.


 SIGNATURE
 Timothy M. Hauser

PRINT NAME
 Hauser Bros Inc

NAME OF CONTRACTOR
 Secretary/Treasurer

TITLE WITH CONTRACTOR

On this 2 day of September, 2025, before me personally appeared Timothy M. Hauser, to me known, and known to me to be one of the firm of Hauser Bros Inc described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Bonnie D'Amato
 Notary Public

BONNIE DAMATO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01DA6043991 Qualified in ROCKLAND County Commission Expires June 26, 2026

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

END OF SECTION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Hauser Bros Inc certifies, to the best of his or her
[Company]
knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hauser Bros Inc certifies or affirms the truthfulness
[Company]

and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

☒ No federal or other than federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

21-088

Former O&W Station Rehabilitation & Restoration

004955

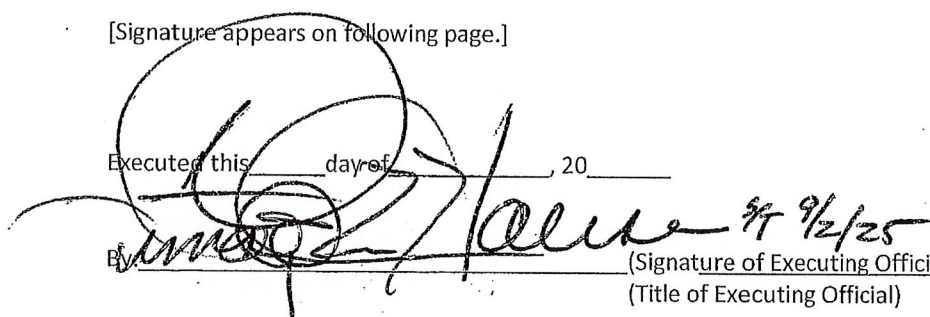
BYRD Anti-Lobbying Amendment Certification

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of other than federal funds for lobbying in connection with this application/award/contract.

[Signature appears on following page.]

Executed this _____ day of _____, 20____

 9/2/25
(Signature of Executing Official)
(Title of Executing Official)

Timothy M. Hauser Secretary/Treasurer, HAUSER BROS. INC.
(Type or Print Name)

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hauser Bros., Inc.
17 Old Schoolhouse Lane
Orangeburg, NY 10962

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577
Mailing Address for Notices

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)

City of Middletown
16 James Street
Middletown, NY 10940

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

Former O&W Middletown Station Rehabilitation & Restoration Plumbing Contract

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 26th day of August, 2025.

Bonnie D'Amato
(Witness)

Bonnie D'Amato

Megan Donovan
(Witness) Megan Donovan

Hauser Bros., Inc.
(Principal)

By: Timothy M. Hauser
(Title) Timothy M. Hauser
Secretary/Treasurer
Endurance Assurance Corporation
(Surety)

By: Victoria P. Lyons
(Title) Victoria P. Lyons, Attorney-in-Fact



Corporate Acknowledgement

State of New York

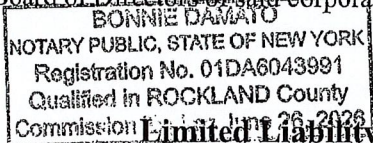
County of Rockland

SS:

Timothy Michael Hauser, Sr.
Secretary/Treasurer
Hauser Bros., Inc.

Date: 2ND September 2025

On this 2 day of September in the year 2025, before me personally come(s) Timothy M. Hauser to me known, who, being by me duly sworn, deposes and says that same resides in Stony Point NY, that same is the Secretary/Treas. of the Hauser Bros Inc, the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.



Bonnie Damato
(Signature of Notary taking acknowledgement)

Limited Liability Company Acknowledgement

State _____

County _____

SS:

On this _____ day of _____ in the year 2025 before me personally come(s) _____, to me known, who, being by me duly sworn, deposes and says that same resides in _____, that same is the _____ of the _____, the Limited Liability Company described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the forgoing instrument and so bind the Limited Liability Company.

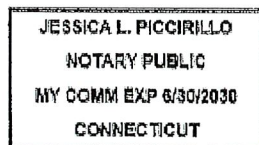
(Signature of Notary taking acknowledgement)

Surety Acknowledgement

State Connecticut

County Hartford

On this 26th day of August in the year 2025, before me personally come(s) Victoria P. Lyons, to me known, who, being by me duly sworn, deposes and says that same resides in Farmington, Connecticut that same is Attorney-in-Fact of the Endurance Assurance Corporation, the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that same signed the name thereto by like order.



Jessica L. Piccirillo
(Signature of Notary taking acknowledgement)
Jessica L. Piccirillo, Notary Public



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Victoria P. Lyons

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Bond No.: Bid Bond
Principal: Hauser Bros., Inc.
Obligee: City of Middletown

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney; and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of August, 2025.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2024

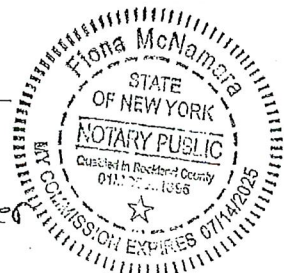
Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected premiums	3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments	1,079,426,776
Funds held by or deposited with reinsured companies	146,694,256
Investment income due and accrued	75,551,122
Current federal and foreign income tax recoverable and interest thereon	9,551,514
Net deferred tax asset	201,158,214
Receivables from parent, subsidiaries and affiliates	38,811,391
Other assets	396,387,073
Total admitted assets	<u>\$ 19,035,277,627</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 7,434,113,469
Reinsurance payable on paid loss and loss adjustment expenses	797,536,780
Commissions payable, contingent commissions and other similar charges	7,067,852
Other expenses	26,564,195
Taxes, licenses and fees (excluding federal and foreign income taxes)	18,927,896
Unearned premiums	2,959,915,954
Advanced premium	9,091,368
Dividends declared and unpaid (stockholders)	430,000,000
Ceded reinsurance premiums payable	1,659,311,317
Funds held by company under reinsurance treaties	155,788,157
Amounts withheld or retained by company for account of others	702,732,322
Remittances and items not allocated	186,045,368
Provision for reinsurance	26,000,766
Payable to parent, subsidiaries and affiliates	234,928,735
Payable for securities	48,893,701
Other liabilities	57,059,433
Total liabilities	<u>14,753,977,313</u>
Capital and surplus:	
Common capital stock	5,000,000
Gross paid in and contributed surplus	3,480,137,280
Unassigned funds (surplus)	794,870,512
Aggregate write-ins for special surplus funds	1,292,522
Total capital and surplus	<u>4,281,300,314</u>
Total liabilities and capital and surplus	<u>\$ 19,035,277,627</u>

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 25th day of March, 2025
State of New York, County of Westchester
Fiona McNamara



WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Hauser Bros., Inc.

17-Old Schoolhouse Lane

Orangeburg, New York 10962

Phone Number: 8453591881

Registration Number: 24-64NGB-CR

Date of Issue: 2024-12-17

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor



Plumber's NO. 49
Certificate of Registry
Board of Health, Middletown, New York

This Certifies, that Timothy M. Hauser
being engaged in business at No. 17, Street Old Schoolhouse Rd., Orangeburg, NY 10962
and having obtained and presented a Certificate of Competency from the Examining and Supervising Board of
Plumbers and Plumbing, of the City of Middletown, New York, and having duly registered at the office of the
Board of Health of the City of Middletown as a

MASTER PLUMBER

is hereby granted a Certificate of Registry
in accordance with the provisions of the Plumbing Code of said City.

This Certificate of Registry will expire on the 31st day of December 2025
WITNESS my hand and seal of the Board of Health
of the City of Middletown, this 13 day of January

Robert M. C. A. Rigdon

Clerk of the Common Council, acting as Clerk of the Board of Health

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

ADDENDUM NO. 1

Former O&W Station Rehabilitation & Restoration Project

Plumbing Contract (PC)

2-30 Low Avenue
Middletown, New York 10940

Bid Opening date: September 2, 2025

Bid time: 3:30 P.M.

Addendum Issued: August 12, 2025

This addendum is made part of the referenced plans and specifications. Please return with the official bid. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Note: Failure to acknowledge receipt of addendum may result in disqualification of the bid.

The enclosed material represents Addendum #1 for the City of Middletown, Former O&W Station Rehabilitation & Restoration Project Plumbing Contract (PC).

This addendum is part of the bid package. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

DATES:

- ❖ The RFI'S are due on August 19, 2025 by 4:00 PM, send all RFI questions to: aafjr@fuscoengineering.com
- ❖ The Bid Date is September 2, 2025. Bids will be received by the City of Middletown Department of Public Works, 16 James St., Middletown, New York 10940 on September 2, 2025, until 3:30 P.M. local time and at same location on same date at 4:00 P.M. local time.

HAUSER Bros

PRINT COMPANY NAME

(845) 359-2957

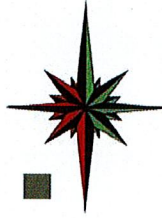
Phone

Gerald D'Onofrio

Print Name / SIGNATURE

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

September 16, 2025

Jacob Tawil, PE
Commissioner of DPW
City of Middletown
16 James Street
Middletown, NY 10940

Re: Former O&W Station Rehabilitation Project
Electrical Bid (EC)
Ray S. Pantel, Inc., DBA Pantel Electric
Project #21-088

Dear Commissioner Tawil ,

Our review of the July 2, 2025 Electrical Contractor (EC) Bid from Ray S. Pantel, Inc., DBA Pantel Electric has shown the following:

1. We have called references given for similar projects, the references were all good with years of continued service.
2. Contractors Verification Statement of registration section 202A New York State Labor Law certificate was confirmed effective at the time of the bid.
3. Bid Bond is acceptable.
4. Forty Five (45) Day extension given for the project bid by the contractor.

233 East Main Street
Middletown, NY 10940
(845)344-5863



Based on the above material vetted as noted, we recommend that the award of the Electrical (EC) Contract Bid for the Former O&W Station Rehabilitation Project to the lowest qualifying bid of:

Ray S. Pantel, Inc., DBA Pantel Electric
71-73 Wisner Avenue
Middletown, New York 10940

In the Amount of:

Bid: \$1,512,000.00
Allowance: \$20,000.00
Total Bid: \$1,532,000.00

Please advise if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", is written over a light blue horizontal line.

Alfred A. Fusco, Jr., P.E.

Fusco Engineering
& Land Surveying, D.P.C.

Cc: Mayor Joseph DeStefano, City of Middletown
Katie Gass, City of Middletown
Alex Smith, Esq, City of Middletown
Caitlin McNamara, City of Middletown
Mary Connolly, City of Middletown
Mary Louise Conrow, Esq., Coughlin & Gerhart, LLP
Alfred A. Fusco, Jr., P.E., FE&LS
Nathan Brown, C&S

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ray S. Pantel, Inc.
71 Wisner Avenue
Middletown, NY 10940

SURETY:

(Name, legal status and principal place

of business) Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105-2478

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)

City of Middletown Department of Public Works
16 James Street
Middletown, NY 10940

BOND AMOUNT: TEN PERCENT OF AMOUNT BID (10% OF BID)

PROJECT:

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

4-EC- Electrical Construction Former O&W Station Rehabilitation & Restoration Project

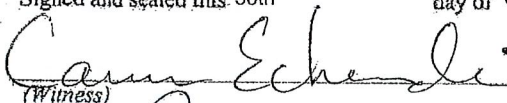
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 30th

day of June, 2025


(Witness)

Ray S. Pantel, Inc.

(Contractor as Principal)

(Seal)

(Title) Ray S. Pantel - Pres.

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

(Title) Christopher Greene, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY P. DELDIN, DIANA TOLEDO, CHRISTOPHER GREENE, PAUL SIMEON, DREW SIMEON and REGAN GUGLIELMO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of MARCH, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 28TH day of MARCH, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30 day of June, 20 25



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Swiss Re
Corporate Solutions

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	730,164,557
Bonds	1,444,904,017
Common Stock	300,203,129
Other Invested Assets	0
Other Admitted Assets	745,946,601

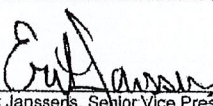
TOTAL ADMITTED ASSETS	3,221,218,304
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LIABILITIES

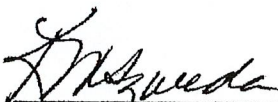
Reserve for Unearned Premiums	276,334,609
Reserve for Losses and Loss Adjustment Expenses	776,256,136
Funds Withheld	150,819,630
Taxes and Other Liabilities	811,407,215
Surplus	1,206,400,714

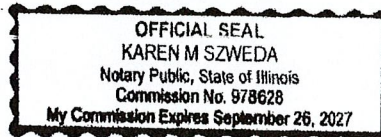
TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	3,221,218,304
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The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 8 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.


Erik Janssens, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 26th day of March, 2024


Notary Public



ACKNOWLEDGMENT OF PRINCIPAL:

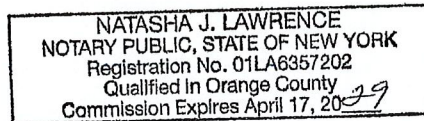
STATE OF New York
COUNTY OF Orange

On this 30th day of June, 2025 before me personally appeared
Ray S. Pantel, known to me to be the
President of Ray S. Pantel, Inc.
the corporation that executed the within instrument, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

(SEAL)

Natasha J. Lawrence
Notary Public in the State of New York
County of Orange



ACKNOWLEDGMENT OF SURETY:

STATE OF New York
COUNTY OF Putnam

On this 30th day of June, 2025 before me personally
appeared Christopher Greene, known to me to be the
Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation that
executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

(SEAL)

Raegan A. Guglielmo
Notary Public in the State of New York
County of Putnam

Raegan A. Guglielmo
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/29

CONTRACT 4 - ELECTRICAL (EC) BID FORM

BIDDER Name Ray S. Pantel, Inc. DBA Pantel Electric
Address 71-73 Wisner Avenue, Middletown, New York 10940

Phone and Fax P: (845) 343-7250 F: (845) 343-1217
Email: Ray@rayspantel.com
Date 6/30/2025

PROJECT: **CITY OF MIDDLETOWN
FORMER O&W MIDDLETOWN STATION
REHABILITATION & RESTORATION**

OWNER: City of Middletown
16 James Street
Middletown, New York 10940

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish 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 other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):
- | | |
|-----------------------|-----------------|
| Date <u>6/13/2025</u> | Number <u>1</u> |
| Date <u>6/24/2025</u> | Number <u>2</u> |
| Date <u>6/24/2025</u> | Number <u>3</u> |
- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- D. Contract Time and Liquidated Damages
- The Contract Time commences to run as provided in the Contract Documents and completed and ready for final payment in accordance with the Contract Documents. Contract period is 480 calendar days by December 31, 2026.
- CONTRACTOR shall pay OWNER as specified. Liquidated damages shall be \$20 per \$100,000 of contract value assessed per day for each day beyond the substantial completion date established in the contract. After substantial completion if contractor shall neglect the remaining work within contract time or any proper extension thereof granted by the owner, five hundred dollars (\$500) for each day that expires after specified time for completion and readiness for final payment until work is completed and ready for payment.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- I. Non-Payment of Contract Items

BIDDER understands and agrees to provisions for non-payment of monies as outlined in the Special Conditions for failure to complete a temporary erosion control measures, dust control, and/or maintenance and traffic protection. This non-payment will be a permanent deduction from the total monies paid under this contract.

- J. BIDDER understands and agrees to pay OWNER two thousand dollars (\$2,000) for each calendar day that expires after the notification and time specified in the Agreement for completion of restoration and/or temporary erosion control measures.
- A. Bid Item No. 1 - In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT EC Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.

Base Bid Price Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00 through Division 13, Division 26 through Division 28, inclusive of any related work in Division 21 through Division 28, construction documents, plans, and/or specifications that require Electrical Construction Work and Section 01010 - "Summary of Work".

1. Bid Item No. 1:

Contractor Price:

(in Figures-Dollars and Cents)

\$ 1,512,000.00

Contractor Price: (in words)

One million five hundred and twelve thousand dollars and 00/100

2. Bid Item No. 2 - Allowance:

Contractor Price:

(in Figures-Dollars and Cents)

\$20,000.00

Contractor Price: (in words)

Twenty thousand dollars and 00/100

Total Bid Price Items 1 & 2 Lump Sum In Figures \$1,532,000.00

Total Bid Price Items 1 & 2 Lump Sum in Words: One million five hundred and thirty-two thousand dollars and 00/100

Notes:

1. Amount shall be shown in both words and figures where indicated.
2. In case of discrepancy between the prices written in words and figures, the prices written in words shall govern.

The awards will be made to the lowest responsive bidder based upon the Total Bid Price.

21-088

Former O&W Station Rehabilitation & Restoration

000310-4
EC Bid Form

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

Ray S. Pantel, Inc. DBA Pantel Electric
(Signature of Individual or Corporate Name)

6/30/2025
(Date)


Ray S. Pantel - President
(Signature of Corporate Officer – if applicable)

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 his knowledge and belief; (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and (3) no attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition."



Ray S. Pantel - President
Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-1
EC Bid Form

If BIDDER is:
An Individual

By _____ (SEAL)

(Individual's Name)
doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)

(Firm's Name)

(general partner)
Business Address: _____

Phone Number: _____

A Corporation

By Ray S. Pantel, Inc. DBA Pantel Electric (SEAL)

(Corporation Name)

New York

(State of Incorporation)

By Ray S. Pantel 

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest Ray S. Pantel - President & Sole Owner

(Secretary)

Business Address: 71-73 Wisner Avenue, Middletown, New York 10940

Phone Number: (845) 343-7250

21-088
Former O&W Station Rehabilitation & Restoration

00 0310-1
EC Bid Form

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Bidder References

Please list 5 previous projects of similar nature, completed by the bidder. Include Project Name, Description, Location, Dates, Contract Amount and Contact Name & Number, year completed.

1.

2.

3.

4.

5.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that:

By submission of this Bid each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A Bid shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- (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 person 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 County makes a determination that the goods and services are necessary for the County 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.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

Ray S. Pantel, Inc. DBA Pantel Electric
BUSINESS NAME

Ray S. Pantel
NAME

SIGNATURE

President
TITLE

6/30/2025
DATE

END OF SECTION

DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR & SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

"...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity."

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any "doing business as" name for each of the foregoing and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name: N/A

Nature of Relationship: _____

Entity Name: _____

Nature of Relationship: _____

Entity Name: _____

Nature of Relationship: _____

SUBCONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK)
COUNTY OF ORANGE

)ss.:

N/A

, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Subcontractor"), a subcontractor on public contract number _____ (hereinafter "the Contract") and I am duly authorized to make this Verified Statement on behalf of the firm.
2. That I make this Verified Statement in order to comply with the provisions of Section 220-a of New York Labor Law.
3. That on _____, the Subcontractor received from _____, the public improvement contractor/subcontractor that engaged this firm as a subcontractor on the Contract, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number _____ (PRC) specified in the Contract.
4. That the Subcontractor has reviewed such schedule(s) of wages and supplements and agrees to pay the applicable prevailing wages and to pay or provide the supplements specified therein.
5. I have read this Subcontractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

SIGNATURE

PRINT NAME

NAME OF SUBCONTRACTOR

TITLE WITH SUBCONTRACTOR

On this _____ day of _____, 20____, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the foregoing Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

If this verified statement is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

END OF SECTION

CONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK)
COUNTY OF ORANGE)ss.:

Ray S. Pantel, being duly sworn, deposes and states:

1. That I am an officer of Ray S. Pantel, Inc. DBA Pantel Electric (hereinafter referred to as "the Contractor") and am duly authorized to make this Verified Statement on behalf of the Contractor on public contract number #4 - Electrical (hereinafter "the Contract").
2. That the Contractor fully comprehends the terms and provisions of Section 220-a of the Labor Law.
3. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.
4. That, except as herein stated, there are no amounts due and owing from the Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. If there are none, please write "N/A".)

NAME
N/A

AMOUNT

5. That, upon information and belief, except as stated herein, there are no amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the known names of the persons whose wages or supplements are unpaid and the known amount due to each or on behalf of each, respectively. If there are none known to the Contractor, please write "N/A" and utilize clause 5A below.)

NAME
N/A

AMOUNT

- 5A. That the Contractor has no knowledge of amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract.

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.
7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.


SIGNATURE

Ray S. Pantel

PRINT NAME

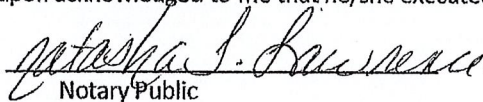
Ray S. Pantel, Inc. DBA Pantel Electric

NAME OF CONTRACTOR

President

TITLE WITH CONTRACTOR

On this 30th day of June, 2025, before me personally appeared Ray S. Pantel, to me known, and known to me to be one of the firm of Ray S. Pantel, Inc. DBA Pantel Electric described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.


Notary Public

NATASHA J. LAWRENCE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6357202
Qualified in Orange County
Commission Expires April 17, 2029

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

END OF SECTION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Ray S. Pantel, Inc. DBA Pantel Electric certifies, to the best of his or her
[Company]
knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Ray S. Pantel, Inc. DBA Pantel Electric, certifies or affirms the truthfulness
[Company]

and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

X No federal or other than federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

21-088

Former O&W Station Rehabilitation & Restoration

004955

BYRD Anti-Lobbying Amendment Certification

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of other than federal funds for lobbying in connection with this application/award/contract.

[Signature appears on following page.]

Executed this 30th day of June, 20 25

By: 

(Signature of Executing Official) President

(Title of Executing Official)

Ray S. Pantel

(Type or Print Name)

END OF SECTION

004955-2

21-088
Former O&W Station Rehabilitation & Restoration

01420
Final Inspection

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

ADDENDUM NO. 1

Former O&W Station Rehabilitation & Restoration Project

2-30 Low Avenue
Middletown, New York 10940

Bid Opening date: June 30, 2025

Bid time: 3:30 P.M.

Addendum Issued: June 13, 2025

This addendum is made part of the referenced plans and specifications. Please return with the official bid. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Note: Failure to acknowledge receipt of addendum may result in disqualification of the bid.

The enclosed material represents Addendum #1 for the City of Middletown, Former O&W Station Rehabilitation & Restoration Project.

This addendum is part of the bid package. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

NEW DATES:

- ❖ The RFI period has been extended. RFI'S are now due on Wednesday, June 18, 2025 at 12:00 PM
- ❖ The Bid Date has been extended to July 2, 2025. Bids will be received by the City of Middletown Department of Public Works, 16 James St., Middletown, New York 10940 on July 2, 2025, until 3:30 P.M. local time and at same location on same date at 4:00 P.M. local time.

Ray S. Pantel, Inc.

(845) 343-7250

PRINT COMPANY NAME

Phone

Ray S. Pantel - *Ray S. Pantel*

Print Name / SIGNATURE

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

ADDENDUM NO. 2

Former O&W Station Rehabilitation & Restoration Project

2-30 Low Avenue
Middletown, New York 10940

Bid Opening date: July 2, 2025

Bid time: 3:30 P.M.

Addendum Issued: June 24, 2025

This addendum is made part of the referenced plans and specifications. Please return with the official bid. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Note: Failure to acknowledge receipt of addendum may result in disqualification of the bid.

The enclosed material represents Addendum #2 for the City of Middletown, Former O&W Station Rehabilitation & Restoration Project.

This addendum is part of the bid package. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Ray S. Pantel, Inc.

(845) 343-7250

PRINT COMPANY NAME

Phone

Ray S. Pantel - *Ray S. Pantel*

Print Name / SIGNATURE

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

ADDENDUM NO. 3

Former O&W Station Rehabilitation & Restoration Project

2-30 Low Avenue
Middletown, New York 10940

Bid Opening date: July 2, 2025

Bid time: 3:30 P.M.

Addendum Issued: June 24, 2025

This addendum is made part of the referenced plans and specifications. Please return with the official bid. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Note: Failure to acknowledge receipt of addendum may result in disqualification of the bid.

The enclosed material represents Addendum #2 for the City of Middletown, Former O&W Station Rehabilitation & Restoration Project.

This addendum is part of the bid package. Please sign to acknowledge receipt of this addendum and fax or email it back to this office (845) 956-5865, jmh@fuscoengineering.com

Bids are due is July 2, 2025 at 3:30 PM

Bid Opening is July 2, 2025 at 4:00 PM

Ray S. Pantel, Inc.

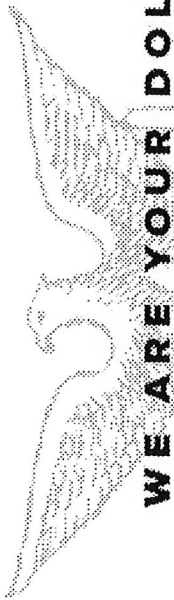
(845) 343-7250

PRINT COMPANY NAME

Phone

Ray S. Pantel - *Ray S. Pantel*

Print Name / SIGNATURE



NEW YORK STATE Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Ray S. Pantel, Inc.

DBA: Pantel Electric Co.

71-73 Wisner Avenue

Middletown, New York 10940

Phone Number: 8453437250

Registration Number: 24-64FY-CR

Date of Issue: 2024-12-20

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Roberta Reardon

Commissioner

New York State Department of

Labor

EXCERPT

Public Work Contractor and Subcontractor Registry Business Information

[Go Back to List](#)

WE ARE YOUR DOL
 Department
of Labor

[Download as a PDF](#)

Business Information

Ray S. Pantel, Inc.
Does business as Pantel Electric Co.

845-343-7250

71-73 Wisner Avenue ,
Middletown, NY 10940

Corporation (Not Publicly Traded)

Business Officer:

Contractor and Subcontractor Registry Information

Status: **Active**

Certificate Number: **24-64FYY-CR**

Date Issued: **December 20, 2024**
Expiration Date: **December 29, 2026**

Business Registration Status Information

Does the business have a NYS DOL Unemployment Insurance Employer
Registration Number? **Yes**

Does the business have a Workers' Compensation Board Employer Number? **Yes**

Is the business registered as a Minority-and/or Women-owned Business Enterprise
(MWBE)? **No**

Apprenticeship Information

Is the business associated with an apprenticeship program? **No**

Is the business a sponsor of a program? **No**

Is the business a signatory to a group program? **No**

Workers' Compensation Information

Does the business currently have Workers' Compensation Insurance? **Yes**

Is the business exempt from Workers' Compensation Insurance? **No**

Compliance Information

Does the business have any outstanding wage assessments with a government
agency? **No**

Has the business been debarred within the last 8 years under state or federal
law? **No**

Does the business have any final determinations against them for a violation of
labor law or employment tax laws? **No**

Does the business have any final determinations for violation of laws
establishing workplace safety standards including the federal Occupational
Safety and Health Act (OSHA)? **No**

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

City of Middletown
Former O&W Middletown Station Site Rehabilitation & Restoration
2-20 Low Avenue, Middletown, New York 10940
Our File No. 21-088

COST ESTIMATE September 22, 2025

CONSTRUCITON

GC – Butler Construction	\$25,084,421.00
PC – Hauser Bros	\$ 2,538,000.00
MC - DSI Mechanical Contractors	\$ 4,838,800.00
EC – Ray S. Pantel	\$ 1,532,000.00
<u>Subtotal</u>	\$33,993,221.00

Construction Contingency – 10% of \$33,993,221.00	\$ 3,399,322.10
---	-----------------

SOFT COSTS*

Engineering & Architectural	\$ 3,015,212.00
Special Inspections	\$ 100,000.00
Soft Cost Contingency	\$ 150,342.00
<u>Subtotal</u>	\$ 3,265,554.00

OTHER COSTS

Asbestos & Shoring	\$ 2,173,554.60
MRS Parking Lot Purchase	\$ 185,000.00
Appraisal	\$ 6,000.00
Closing & Title - TBD – Estimate	\$ 3,000.00
<u>Subtotal</u>	\$ 2,667,554.60

TOTAL	\$43,325,651.70
--------------------	------------------------

*Additional soft costs to be paid by Recap

to Fusco, outside of the above for interior
design & construct management in accordance
with Recap's requirements.
(Not included in project total provided above)



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: September 26, 2025
Index No: 261-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Lease Agreement with the Regional Economic Community Action Program Inc. (RECAP)

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with the Regional Economic Community Action Program Inc. (RECAP) to lease the O & W Building at 2 Low Avenue, Middletown, NY.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:
Maria Bruni, Director of Economic and Community Development

Attachments:

1.	RECAP Capital Agreement
----	-------------------------

AGREEMENT

Agreement made this ^{26th} day of September, 2025, by and between the City of Middletown, with a principal office located at 16 James Street, Middletown, New York 10940 ("City"), and Regional Economic Community Action Program Inc., a New York non-profit domestic corporation having an address at 40 Smith Street, Middletown, New York, 10940 ("RECAP").

WHEREAS, RECAP shall lease and operate the Head Start program, and other child care services, including the playground, located at 2 Low Avenue, Middletown, New York (the "Project"), pursuant to that certain Lease Agreement by and between the City, as landlord, and RECAP, as tenant, dated on or about the date hereof (as amended from time to time, the "Lease"); and

WHEREAS, the Project will provide the above programs and services which will be of substantial benefit to the residents of Orange County; and

WHEREAS, the City shall perform or cause to be performed the work necessary to implement this Project, and RECAP desires to support the capital improvement of the Project in order to promote and enhance the public benefit; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I – DEFINITIONS

1.1 **Capital Improvement** shall mean the reconstruction and rehabilitation of the property located at 2 Low Avenue, Middletown, New York, as described in a document

dated September 25, 2025, drafted by Fusco Engineering and Land Surveying DPC, entitled Former O&W Station Rehabilitation Project No. 21-088.

ARTICLE II – SCOPE OF WORK

2.1 The City shall cause the Project to be designed, constructed, and completed in accordance with applicable federal, state, and local laws.

2.2 The City's estimated cost for this Project is \$11,179,490.00. The City or its affiliates have received New Markets tax credits and has apportioned \$1,064,986.00 to RECAP's fit-up of the Project. City and RECAP agreed to cap obligation to RECAP for the fit-up in the amount of \$9,800,000.00.

ARTICLE III – OWNERSHIP AND CONTROL

3.1 All capital improvements funded under this Agreement shall be owned by the City or its affiliates.

ARTICLE IV – FUNDING AND PAYMENT

4.1 Payments shall be made by RECAP based upon an annual calculation by the City which will be transmitted to RECAP in the month of August of each year. RECAP is obligated to pay the interest on the Ten Million Dollar debt beginning in October, 2026, and continuing each year thereafter. Beginning in October, 2027, RECAP shall be responsible to pay in addition to interest, the principal of the Ten Million Dollar debt and this obligation continues for each year thereafter. This principal amount may be reduced by RECAP pre-paying amounts of the principal each year until October, 2030. RECAP further agrees that in the event any payment due hereunder is not received within forty-five (45) days after it is due, a late charge of 5% of such payment shall be due to the City.

ARTICLE V – TERMINATION AND CORPORATE GUARANTEE

5.1 This Agreement shall terminate when the debt associated with the capital improvements is fully paid by RECAP, without regard to the term or termination of the Lease. The City may terminate this Agreement if RECAP fails to make timely payments or otherwise violates this Agreement, and this termination may include acceleration of the entire debt. By executing this Agreement RECAP hereby provides a corporate guarantee to pay all accumulated debts, with interest, generated by this Agreement.

ARTICLE VI – MISCELLANEOUS

6.1 This Agreement shall be governed by and construed under the laws of the State of New York.

6.2 This Agreement contains the entire understanding of the parties and may only be amended by written instrument duly authorized by both parties.

IN WITNESS WHEREOF,

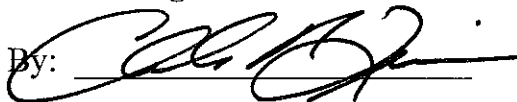
the parties hereto have executed this Agreement as of the date first written above.

City of Middletown

Regional Economic Community

Action Program Inc.

By: _____

By: _____

Name: Joseph M. DeStefano

Name: Charlie Quinn

Title: Mayor

Title: Chief Executive Officer



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: September 26, 2025
Index No: 262-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Capital Improvement Agreement with the Regional Economic Community Action Program, Inc. (RECAP)

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes a Capital Improvement agreement with the Regional Economic Community Action Program, Inc. (RECAP) for the O&W Building at 2 Low Avenue, Middletown, NY.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:
Maria Bruni, Director of Economic and Community Development

Attachments:

1.	RECAP Capital Agreement
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AGREEMENT

Agreement made this ^{26th} day of September, 2025, by and between the City of Middletown, with a principal office located at 16 James Street, Middletown, New York 10940 ("City"), and Regional Economic Community Action Program Inc., a New York non-profit domestic corporation having an address at 40 Smith Street, Middletown, New York, 10940 ("RECAP").

WHEREAS, RECAP shall lease and operate the Head Start program, and other child care services, including the playground, located at 2 Low Avenue, Middletown, New York (the "Project"), pursuant to that certain Lease Agreement by and between the City, as landlord, and RECAP, as tenant, dated on or about the date hereof (as amended from time to time, the "Lease"); and

WHEREAS, the Project will provide the above programs and services which will be of substantial benefit to the residents of Orange County; and

WHEREAS, the City shall perform or cause to be performed the work necessary to implement this Project, and RECAP desires to support the capital improvement of the Project in order to promote and enhance the public benefit; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I – DEFINITIONS

1.1 **Capital Improvement** shall mean the reconstruction and rehabilitation of the property located at 2 Low Avenue, Middletown, New York, as described in a document

dated September 25, 2025, drafted by Fusco Engineering and Land Surveying DPC, entitled Former O&W Station Rehabilitation Project No. 21-088.

ARTICLE II – SCOPE OF WORK

2.1 The City shall cause the Project to be designed, constructed, and completed in accordance with applicable federal, state, and local laws.

2.2 The City's estimated cost for this Project is \$11,179,490.00. The City or its affiliates have received New Markets tax credits and has apportioned \$1,064,986.00 to RECAP's fit-up of the Project. City and RECAP agreed to cap obligation to RECAP for the fit-up in the amount of \$9,800,000.00.

ARTICLE III – OWNERSHIP AND CONTROL

3.1 All capital improvements funded under this Agreement shall be owned by the City or its affiliates.

ARTICLE IV – FUNDING AND PAYMENT

4.1 Payments shall be made by RECAP based upon an annual calculation by the City which will be transmitted to RECAP in the month of August of each year. RECAP is obligated to pay the interest on the Ten Million Dollar debt beginning in October, 2026, and continuing each year thereafter. Beginning in October, 2027, RECAP shall be responsible to pay in addition to interest, the principal of the Ten Million Dollar debt and this obligation continues for each year thereafter. This principal amount may be reduced by RECAP pre-paying amounts of the principal each year until October, 2030. RECAP further agrees that in the event any payment due hereunder is not received within forty-five (45) days after it is due, a late charge of 5% of such payment shall be due to the City.

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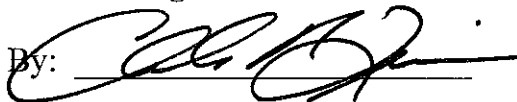
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