

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-006
BID OPENING: 5/8/2025 at 11:00 AM (local time)
BID TITLE: Demolition of Tornado Damaged Structures at
 425 Erie Blvd and 328 Ridge St

Vendor	Amount	Bid Security	Date & Time	Initials
Sessler Wrecking	643,255.00	bid bond ✓	5/7/25 @ 10:41am	(JP)
Empire Dismantlement Corp.	207,500.00	bid bond ✓	5/7/2025 @ 10:19am	(JP)
Industry Standard USA LLC	1,389,461.00	bid bond ✓	5/7/2025 @ 4:08pm	(JP)
Equip-Co Unlimited of NY	678,853.50	bid bond ✓	5/8/25 @ 8:43	AC
Sabre Demolition	1,106,000.00	bid bond ✓	5/8/25 @ 10:06	(DO)
Bronze Contracting	341,814.00	bid bond ✓	5/8/25 @ 10:18	(DO)
Dan's Hauling & Demo Inc	468,400.00	bid bond ✓	5/8/25 @ 10:19	(DO)
Gorrick Construction Co.	333,000.00	bid bond ✓	5/8/25 @ 10:25am	(JP)
Jackson Demolition	437,413.50	bid bond ✓	5/8/25 10:40	(DO)

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM - GENERAL CONSTRUCTION

COMPANY:	Bente Contracting LLC		ADDRESS:	9188 St Rt 12 Remsen NY 13433	
CONTACT:	James Mihl		PHONE:	315 836 5034	
SIGNATURE:			EMAIL:	James@BenteContracting.com	
DATE:	5/8/25				
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET					
BID			TOTAL BID AMOUNT		
			\$ 341,814		

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

BRONZE CONTRACTING, LLC.
9188 State Route 12
Remsen, NY 13438

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

ENDURANCE ASSURANCE CORPORATION
4 MANHATTANVILLE ROAD
PURCHASE, NY 10577

OWNER:*(Name, legal status and address)*

City of Rome
198 N. Washington Street
Rome, NY 13440

BOND AMOUNT: Five Percent of Contract Amount (5%)**PROJECT:***(Name, location or address, and Project number, if any)*

Demolition of 425 Erie Blvd., Rome, NY 13440 and 328 Ridge St., Rome, NY 13440

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 **8th** day of **May, 2025**

BRONZE CONTRACTING, LLC.*(Principal)**(Seal)**(Witness)**(Title)***ENDURANCE ASSURANCE CORPORATION***(Surety)**(Seal)**(Witness)***Tammy Sawynsky***(Title)***Gary A. Cardinale, 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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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF SURETY

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

On the 8th day of May in the year 2025, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa M. Reese
Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

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 on 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





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: **Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale** 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)**.

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: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 
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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 8th day of May, 20 25.

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: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Rome, 198 N. Washington Street, Rome NY, 13440

We have reviewed the Bid of Bronze Contracting, LLC
(Contractor)

of 9188 State Route 12, Remsen NY 13438
(Address)

for _____

Demolition of 425 Erie Blvd., Rome, NY 13440 and 328 Ridge St., Rome, NY 13440
(Project)

Bids for which will be received on 5/8/25
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

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

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: 
Salvatore Cardinale, Witness

Endurance Assurance Corporation


Surety's Authorized Signature(s)

Attach Power of Attorney

Gary A. Cardinale, Attorney in Fact

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

END OF SECTION

ACKNOWLEDGMENT OF SURETY

STATE OF New York)

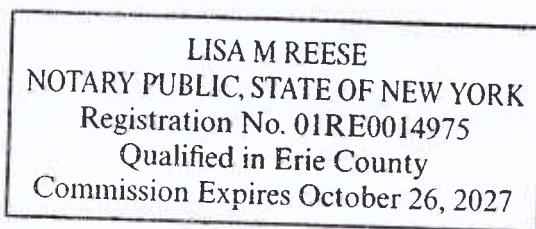
) SS.:

COUNTY OF Erie)

On the 8th day of May in the year 2025, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



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
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Receivables from parent, subsidiaries and affiliates	38,811,391
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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





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: **Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale** 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)**.

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".

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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;
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"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 8th day of May, 20 25.

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.**

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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: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) _____ Lump Sum <i>Eight thousand five Hundred sixty nine</i>	Lump Sum	<i>8,569</i> \$ _____ .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) _____ Lump Sum <i>One thousand one Hundred Seventy eight</i>	Lump Sum	<i>1,178</i> \$ _____ .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) _____ Lump Sum <i>Twenty four thousand nine Hundred seventy six</i>	Lump Sum	<i>24,976</i> \$ _____ .00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <i>31.79</i> per Ton number of days to be under asbestos conditions <i>8</i>	2000 Ton	<i>63,581</i> \$ _____ .00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) <i>42 Ten thousand Seven Hundred seventeen</i>	300 Cyd's	<i>10,217</i>
SUB-TOTAL 425 Erie Blvd		<i>109,021</i>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) _____ Lump Sum <i>Twenty one thousand eight Hundred seventy seven</i>	Lump Sum	<i>\$21,877</i> \$ _____ .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) _____ Lump Sum <i>One thousand one Hundred seventy eight</i>	Lump Sum	<i>\$1,178</i> \$ _____ .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) _____ Lump Sum <i>Eighty six thousand five Hundred thirty seven</i>	Lump Sum	<i>\$86,537</i> \$ _____ .00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <i>\$ 42.79</i> _____ per Ton number of days to be under asbestos conditions <u>12</u>	2250 Ton	<i>\$96,297</i> \$ _____ .00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	150 Cyd's	<i>\$6,894</i> \$ _____

SUB-TOTAL 328 Ridge Street

\$ --- *212,793*

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

4

LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>169,021</u>	
328 Ridge Street SUB-TOTAL	\$ <u>212,793</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>341,814</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
N/A	\$.00	
	\$.00	
	\$.00	
	\$.00	

BID FORM

5

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

454223467

Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

JLRB
(Name)

9188 State Rt. 12
(Business Address)

By: VICE PRESIDENT

(Title)

Date: 5/8/25

Bemson NY 13438

(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE

BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4

BIDDER INFORMATION SHEET

NAME OF BIDDER*:

Bronze Contracting LLC

ADDRESS:

9188 State Rt 12

Remsen Ny. 13438

PHONE NUMBER:

315 896 5084

EMAIL:

smuha@Bronzecontracting.com

TYPE OF ENTITY:

CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☒

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION:

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS:

LIST OF DIRECTORS:

DATE OF ORGANIZATION:

IF A PARTNERSHIP:

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

N/A
(NAME OF CORPORATION)

"Resolved that _____,
(Person Authorized to Sign) (Title)
of _____ authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: _____

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the _____ day of _____, 20____

By: _____

Title: _____

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

**1. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:**

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 9183 State Rt 12 Remsen NY 13438

Street or P.O. Box Number

9188 State Rt. 12

City

Remsen

State N.Y.

Zip 13438

Federal Identification No: 454223467

Name of Contact Person: James Munk

Phone No. of Contact Person: 315 225 1912

If Bidder is a Corporation:

Jay Bronson - 9188 State Route 12 Remsen

Presidents Name and Address

Thomas Bronson 9188 State Route 12 Remsen

Vice Presidents Name and Address

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Bronze Contracting, LLC
 (Legal name of Person, Corporation, or
 Firm which is Submitting Bid or Proposal)

Date 5/13/25

By: [Signature] (Signature
 of Person Representing Above)

As: Estimator (Official
 Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Oneida)

On this 8th day of May, 2025 before me personally
 came James Muha to me known and known to me to be the person who executed the
 above instrument, who being duly sworn by me, did depose and say that he/she resides at
9188 St Rt 12 Remsen NY 13438, and that he/she is the Estimator of the Corporation described in
 and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation
 by order of the Board of Directors of said Corporation.

[Signature]
 Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
 CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

Lynn Abbott
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01A80014587
 Qualified in Herkimer County
 Commission Expires October 21, 2027

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

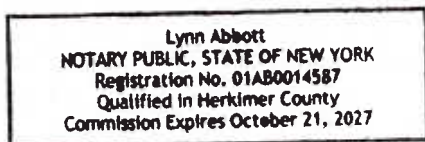
On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

Signed: Jane Doe

Subscribed and sworn to before me this 8th day of May, 2025.

Lynn Abbott
Notary Public



BD-7 PAGE 1 THIS PAGE LEFT INTENTIONALLY BLANK

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Oneida of

James Mutha being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Dan's Hauling & Demo Inc	ADDRESS: PO Box 585	
CONTACT: Dan Wolfe	West Sand Lake, NY 12196	
SIGNATURE: 	PHONE: 518 438 9800	
DATE: 5/7/25	EMAIL: demodan@danshauling.com	
BID		TOTAL BID AMOUNT
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET		\$ 468,400 ⁰⁰

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

1

TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

BID FORM

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Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Ten thousand dollars</u> Lump Sum	Lump Sum	<u>\$10,000.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Five thousand dollars</u> Lump Sum	Lump Sum	<u>\$5,000.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>thirty seven thousand</u> Lump Sum <u>seven hundred dollars</u>	Lump Sum	<u>\$37,700.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>twelve dollars fifty cents</u> per Ton number of days to be under asbestos conditions <u>7</u>	2000 Ton	<u>\$25,000.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	300 Cyd's	<u>8700⁰⁰</u> \$

SUB-TOTAL 425 Erie Blvd

\$ 86,400.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Twenty thousand dollars</u> Lump Sum	Lump Sum	<u>\$20,000.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Fifteen thousand dollars</u> Lump Sum	Lump Sum	<u>\$15,000.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Two hundred twenty eight thousand one hundred fifty dollars</u> Lump Sum	Lump Sum	<u>\$228,150.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>forty two dollars</u> per Ton number of days to be under asbestos conditions <u>35</u>	2250 Ton	<u>\$94,500.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	150 Cyd's	<u>4350.00</u> \$
SUB-TOTAL 328 Ridge Street		<u>\$ 362,000.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

4

LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>36,400.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>362,000.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>418,400.00</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
chain link fence	\$14,000.00	3
Constatine Construction (WBE)	\$130,000.00	27
Rand & Jones Enterprises (WBE)	\$10,000.00	2
	\$154,000.00	

BID FORM

5

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

200186779

Dan's Hauling & Demo, Inc
Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Dan's Hauling & Demo Inc
(Name)

PO Box 585
(Business Address)

By:

(Title) Dan Wolfe, President

Date:

5/7/25

West Sand Lake, NY 12196
(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*:

Dan's Hauling & Demo, Inc

ADDRESS:

PO Box 585

PHONE NUMBER:

West Sand Lake, NY 12196
518 438 9800

EMAIL:

demodan@danshauling.com

TYPE OF ENTITY:

CORPORATION ☒

PARTNERSHIP ☐

INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION:

Dan's Hauling & Demo, Inc

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS:

Dan Wolfe, President

LIST OF DIRECTORS:

N/A

DATE OF ORGANIZATION:

8/13/2003

IF A PARTNERSHIP:

N/A

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

↓

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Dan's Hauling & Demo Inc.

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

Date 5/7/25

By: [Signature] (Signature of Person Representing Above)

As: president (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF ROMA

On this 7th day of May, 2025 before me personally came Dan Wolfe to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at East Greenbush, New York, and that he/she is the President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

[Signature]
Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

BD-6

~~RYAN J. LYONS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LY6273190
Qualified in Onondaga County
Commission Expires December 03, 2025~~

RYAN J. LYONS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LY6273190
Qualified in Onondaga County
Commission Expires December 03, 2025

PAGE 4

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE
CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL
BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Dan's Hauling & Demo, Inc
(NAME OF CORPORATION)

"Resolved that Dan Wolfe President
(Person Authorized to Sign) (Title)

of Dan's Hauling & Demo Inc authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project:

Tornado Damaged Structures - 425 Erie & 328 Ridge
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Dan's Hauling & Demo, Inc
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 1 day of May, 2025

By: [Signature]
Dan Wolfe
Title: President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

**I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:**

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

PO Box 585

Street or P.O. Box Number

PO Box 585

City

West Sand Lake

State

NY

12196

Zip

Federal Identification No:

200186779

Name of Contact Person:

Dan Wolfe

Phone No. of Contact Person:

518 438 9800

If Bidder is a Corporation:

Dan Wolfe, 42 Rebekah Way, East Greenbush, NY 12061

Presidents Name and Address

N/A

Vice Presidents Name and Address

N/A

Other Officer's Name and Address

If Bidder is a Partnership:

N/A

Partners Name and Address

N/A

Partners Name and Address

If Bidder is a Sole Proprietorship

N/A

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Rensselaer of

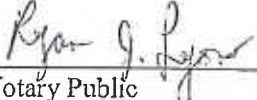
Dan Wolfe being

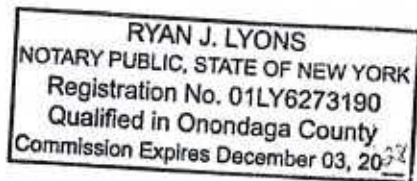
duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed:


Dan Wolfe, President

Subscribed and sworn to before me this 7th day of May, 2025.


Notary Public



BD-7 PAGE 1 THIS PAGE LEFT INTENTIONALLY BLANK

BID BOND

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

BIDDER (*Name and Address*): Dans Hauling & Demo Inc
PO Box 585
West Sand Lake, NY 12196

SURETY (*Name and Address of Principal Place of Business*):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (*Name and Address*): City of Rome
198 North Washington St
Rome, NY 13440

BID

Bid Due Date: 5/8/2025

Description (*Project Name and Include Location*):

Tornado Damaged Structures 425 Erie Blvd and 328 Ridge St

BOND

Bond Number: N/A

Date (*Not earlier than Bid due date*): 5/1/2025

Penal sum Five Percent of Amount Bid 5% of Amount Bid \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Dans Hauling & Demo Inc (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Dan Wolfe

Print Name

President

Title

Attest:

Shelene Ralston

Signature

Theresa Ralston

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Vincent G. Matthews

Print Name

Attorney-In-Fact

Title

Attest:

Cole Tempnick

Signature

Cole Tempnick, Attorney-In-Fact

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

Surety Acknowledgement

State of New Jersey

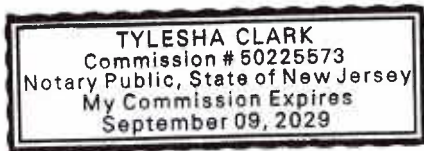
County of Essex

On this 1st day of May in the year 2025 before me personally came Vincent G. Matthews to me known, who, being by me duly sworn, did depose and say that he/she resides in Bergen County, New Jersey that he/she is the Attorney-In-Fact for

United States Fire Insurance Company

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.


Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

89235

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

David M. Solimine, Emil W. Solimine, Vincent G. Matthews, Lisa Brennan, Cole Tempsick, Tylesha Clark

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 23rd day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

On this 23rd day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **1st** day of **May** **2025**

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

Corporate Acknowledgement

STATE OF NEW YORK

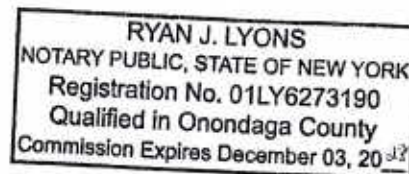
COUNTY OF RENSSELAER

On this 7th day of May the year 2025 before me Ryan J. Lyons,
NOTARY PUBLIC personally appeared Don Wolfe
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed the within instrument as president (or secretary) or on
behalf of the corporation therein named and acknowledged to me that the
corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal,
the date and year first above written.

My Commission expires 12-3-2028

Ryan J. Lyons
Notary Public, residing in Syracuse, New York



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2023

ASSETS	
Bonds (Amortized Value).....	1,726,028,698
Preferred Stocks (Market Value).....	144,307,613
Common Stocks (Market Value).....	2,369,575,849
Mortgage Loans (Market Value).....	1,043,090,964
Cash, Cash Equivalents, and Short Term Investments.....	173,632,698
Derivatives.....	14,049,444
Other Invested Assets.....	508,546,227
Investment Income Due and Accrued.....	31,165,524
Premiums and Considerations.....	531,854,761
Amounts Recoverable from Reinsurers.....	137,741,085
Funds Held by or Deposited with Reinsured Companies.....	153,726,393
Net Deferred Tax Asset.....	192,552,999
Electronic Data Processing Equipment.....	1,126,732
Receivables from Parent, Subsidiaries and Affiliates.....	59,012,393
Other Assets.....	132,253,074
TOTAL ASSETS.....	\$ 7,218,664,454

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	2,664,609,947
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	75,510,927
Loss Adjustment Expenses.....	432,456,225
Commissions Payable, Contingent Commissions and Other Similar Charges.....	16,849,866
Other Expenses (Excluding Taxes, Licenses and Fees).....	110,490,333
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	35,485,242
Current Federal and Foreign Income Taxes.....	11,452,403
Unearned Premiums.....	1,120,526,178
Advance Premium.....	21,919,186
Ceded Reinsurance Premiums Payable.....	153,400,619
Funds Held by Company under Reinsurance Treaties.....	63,328,858
Amounts Withheld by Company for Account of Others.....	146,272,077
Provision for Reinsurance.....	1,706,282
Payable to Parent, Subsidiaries and Affiliates.....	25,899,852
Other Liabilities.....	56,882,388
TOTAL LIABILITIES.....	\$ 4,936,790,383
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	761,019,131
Surplus as Regards Policyholders.....	2,281,874,071
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 7,218,664,454

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 19th day of March, 2024.
UNITED STATES FIRE INSURANCE COMPANY

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BC-1
BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

STANDARD

- ☒ Completed Bid Form (BD-1)
- ☒ Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
- ☒ Completed Bid Summary Form (BD-3)
- ☒ Completed Bidder Information Sheet (BD-4)
- ☒ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
- ☒ Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
- ☒ Completed Affidavit of Worker's Compensation (BD-7)

PROJECT SPECIFIC

- ☐ Completed Certification Under Executive Order No. 16 (BD-8)
- ☐ Completed EO 177 Certification (BD-9)
- ☐ Completed OCSD-1 M/WBE and SDVOB Participation/Equal Employment Opportunity Policy Statement (BD-10)
- ☐ Completed OCSD-2 Staffing Plan (BD-11)
- ☐ Complete and Submit Workforce Utilization Reports (OCSD-3) (BD-12)
- ☐ Completed OCSD-4 MWBE and SDVOB Utilization Plan (BD-13)

not in bid books

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

STANDARD

- ☐ Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
- ☐ Proof of Insurance (PB-2)
- ☐ Performance Bond (PB-3)
- ☐ Completed Emergency Contact Numbers (PB-4)

CITY OF ROME, ONEIDA COUNTY, NEW YORK

PROJECT SPECIFIC

- ☐ Completed OCSD-5 Waiver Request Form (PB-7)
- ☐ Completed OCSD-6 MWBE and SDVOB Compliance and Payment Report (PB-8)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID DOCUMENTS

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BC-1
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==
CITY OF ROME, ONEIDA COUNTY, NEW YORK

PROJECT SPECIFIC

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PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER
SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES
MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY
NOTED.***

BID DOCUMENTS

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Empire Dismantlement Corp	ADDRESS: 2680 Grand Island Blvd Grand Island, NY 14072
CONTACT: Jerrid Bartolotta	
SIGNATURE:	PHONE: 716-773-7707 Office 716-940-4106 Cell
DATE: 5/6/2025	EMAIL: expert@empiredismantle.com
BID	
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET	
Two Hundred Seven Thousand Five Hundred Dollars.....00/100	
TOTAL BID AMOUNT	
207,500.00 \$ _____	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

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TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

BID FORM

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Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Ten Thousand Dollars</u> Lump Sum	Lump Sum	10,000 <u>\$</u> .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Ten Thousand Dollars</u> Lump Sum	Lump Sum	10,000 <u>\$</u> .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Thirty Thousand Dollars</u> Lump Sum	Lump Sum	<u>\$ 30,000</u> .00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>Ten Dollars</u> per Ton number of days to be under asbestos conditions <u>15</u>	2000 Ton	<u>20,000</u> <u>\$</u> .00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	300 Cyd's	20,000.00 <u>\$</u>
SUB-TOTAL 425 Erie Blvd		<u>\$ 90,000.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.
 The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Ten Thousand Dollars</u> Lump Sum	Lump Sum	10,000 <u>\$.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Ten Thousand Dollars</u> Lump Sum	Lump Sum	10,000 <u>\$.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Forty Thousand Dollars</u> Lump Sum	Lump Sum	40,000 <u>\$.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>Ten Dollars</u> per Ton number of days to be under asbestos conditions <u>15</u>	2250 Ton	<u>\$ 22,500.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	150 Cyd's	15,000 <u>\$</u>
SUB-TOTAL 328 Ridge Street		\$ <u>97,500.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>90,000.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>97,500.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>207,500.00</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
N/A	\$.00	
	\$.00	
	\$.00	
	\$.00	

BID FORM

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

16-1593984

Signature of Individual or Corporate Name:

Empire Dismantlement Corp

Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

David Mazur

(Name)

2680 Grand Island Blvd

(Business Address)

By:

(Title) President

Date: 5/6/2025 Incorporated in New York State

Grand Island, NY 14072

(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Empire Dismantlement Corp
ADDRESS: 2680 Grand Island Blvd
Grand Island, NY 14072
PHONE NUMBER: 716-773-7707
EMAIL: Expert@empiredismantle.com
TYPE OF ENTITY: XX CORPORATION ___ PARTNERSHIP ___ INDIVIDUAL ___

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Empire Dismantlement Corp

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: David Mazur, President

LIST OF DIRECTORS: Jacquelynn Brown, Corporate Secretary

DATE OF ORGANIZATION: 10/5/2000

IF A PARTNERSHIP:

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Empire Dismantlement Corp

(NAME OF CORPORATION)

"Resolved that David Mazur, President
(Person Authorized to Sign) (Title)
of Empire Dismantlement Corp authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: Tornado Damaged Structures
425 Erie Boulevard and 328 Ridge Street City of Rome NY
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

EMPIRE DISMANTLEMENT CORP

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 1st day of May, 20 25

By:


Jacquelyn Brown

Title: Corporate Secretary

(SEAL)

This form must be completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: Empire Dismantlement Corp

2680 Grand Island Blvd

Street or P.O. Box Number

Grand Island

City

State New York

Zip 14072

Federal Identification No:

16-1593984

Name of Contact Person:

Jerrid Bartolotda

Phone No. of Contact Person:

716-940-4106

If Bidder is a Corporation:

David Mazur, 2058 Bush Road Grand Island NY 14072

Presidents Name and Address

Vice Presidents Name and Address

Jacquelynn Brown Corporate Secretary 1345 104th Street Niagara Falls, NY 14304

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Empire Dismantlement Corp

Date 5-6-2025

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

By: [Signature] (Signature of Person Representing Above)
David Mazur

As: President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this 6th day of May, 20 25 before me personally came David Mazur to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at 2058 Bush Rd Grand Island NY, and that he/she is the President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

[Signature]

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Erie of

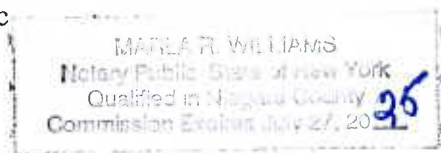
David Mazur President of Empire Dismantlement Corp being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: 
David Mazur, President

Subscribed and sworn to before me this 6th day of May, 202
5


Notary Public



BD-7 PAGE 1 THIS PAGE LEFT INTENTIONALLY BLANK

BID BOND

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

BIDDER (Name and Address):

Empire Dismantlement Corp.
2680 Grand Island Blvd.
Grand Island, NY 14072

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 03431

OWNER (Name and Address):

City Clerk, City of Rome New York
198 North Washington Street
Rome, NY 13440

BID

Bid Due Date: May 8, 2025

Description (Project Name and Include Location): Demolition and Disposal of Damaged Buildings.

BOND

Bond Number: NA

Date (Not earlier than Bid due date): April 21, 2025

Penal sum Five Percent of Total Amount Bid 5% - - - - - \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Empire Dismantlement Corp. (Seal)

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

David M Mazur

Print Name

President

Title

Attest:

[Signature]
Signature

Corporate Secretary

SURETY

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Victoria Rivera

Print Name

Attorney-in-Fact

Title

Witness:
Attest:

[Signature]
Signature

Antonio Rivera

Title

Title Witness

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

ACKNOWLEDGMENT OF PRINCIPAL

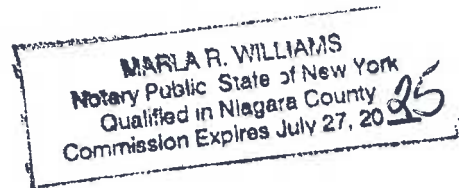
STATE OF New York)
COUNTY OF ERIE) SS.:

On the 6 day of May in the year 2025, before me, the undersigned, personally appeared David M Mazur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ACKNOWLEDGMENT OF SURETY

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



On the 21st day of April in the year 2025, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ANTONIO RIVERA
NOTARY PUBLIC STATE OF NEW YORK
Qualified in Erie County
My Commission Expires 03-11-2027



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205658-012051**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley J. Hall, Carl Belizaire, Christopher D. Ross, Monique Kocienski, Timothy M. Toole, Tracy Alessi, Victoria Rivera, William J. Lawley, Jr.

all of the city of Buffalo state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits \$110,704,223.00	Unearned Premiums \$1,582,543,501.00
*Bonds – U.S Government \$518,129,663.00	Reserve for Claims and Claims Expense..... \$4,714,731,503.00
*Other Bonds..... \$28,407,780.00	Funds Held Under Reinsurance Treaties \$0.00
*Stocks \$179,959,936.00	Reserve for Dividends to Policyholders \$152,644.00
Real Estate \$0.00	Additional Statutory Reserve \$0.00
Agents' Balances or Uncollected Premiums \$867,331,015.00	Reserve for Commissions, Taxes and Other Liabilities \$253,250,570.00
Accrued Interest and Rents \$53,636,183.00	Total \$6,550,678,218.00
Other Admitted Assets..... \$2,546,903,108.00	Special Surplus Funds \$27,864,494.00
Total Admitted Assets \$9,437,236,269.00	Capital Stock..... \$4,500,000.00
	Paid in Surplus..... \$738,183,897.00
	Unassigned Surplus \$2,116,009,660.00
	Surplus to Policyholders \$2,886,558,051.00
	Total Liabilities and Surplus 9,437,236,269.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

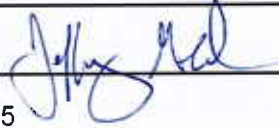


Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Equip-Co Unlimited of NY LLC	ADDRESS: 2107 State Route 5 Utica, NY 13502	
CONTACT: Jeffrey J Glod		
SIGNATURE: 	PHONE: 315-525-0308	
DATE: 5/8/2025	EMAIL: Jeff@Equip-CoUnlimited.com	
BID		TOTAL BID AMOUNT
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET Six hundred seventy eight thousand eight hundred fifty three dollars and fifty cents		\$ <u>678,853.50</u>

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

1

TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

BID FORM

2

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

Bid Table:

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.
The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) Twenty thousand eight hundred ninety six dollars _____ Lump Sum	Lump Sum	\$ 20,896 .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) Six Thousand four hundred twenty eight dollars _____ Lump Sum	Lump Sum	\$ 6428 .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) One hundred thirty two thousand two hundred seventy dollars _____ Lump Sum	Lump Sum	\$132,270.00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. Eighty nine dollars and 49 cents _____ per Ton number of days to be under asbestos conditions 60	2250 Ton	\$ 201,262.50 _____ .00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) Twenty nine thousand eight hundred eighty three dollars	150 Cyd's	\$29,883.00
SUB-TOTAL 328 Ridge Street		\$ 390,712.50

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.
 The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>288,141.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>390,712.50</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>698,853.50</u>	

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
N/A	\$ 0 .00	
	\$.00	
	\$.00	
	\$.00	

BID FORM

5

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

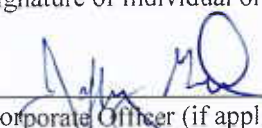
The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

87-1092567



Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Jeffrey J Glod

(Name)

2107 State Route 5

(Business Address)

By: President

(Title)

Utica, NY 13502

(City, State, Zip Code)

Date: 8 May 2025

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Equip-Co Unlimited of NY LLC

ADDRESS: 2107 State Route 5 Utica, NY 13502

PHONE NUMBER: 315-525-0308

EMAIL: Jeff@Equip-Counlimited.com

TYPE OF ENTITY: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Equip-Co Unlimited of NY LLC

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: Jeffrey J Glod
Michael Ritter

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: June 2021

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Equip-Co Unlimited of NY LLC

(NAME OF CORPORATION)

"Resolved that Jeffrey Glod _____, President _____
(Person Authorized to Sign) (Title)

of Equip-Co Unlimited of NY LLC authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project: _____

Tornado Damaged Strcutres 425 Erie Blvd and 328 Ridge Street, City of Rome NY
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Equip-Co Unlimited of NY LLC

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 1 day of Jan, 2025

By: Jeffrey glod

Title: President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

**I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:**

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

Street or P.O. Box Number 2107 State Route 5

City Utica, NY

State NY *Zip* 13502

Federal Identification No: 87-1092567

Name of Contact Person: Jeffrey Glod

Phone No. of Contact Person: 315-525-0308

If Bidder is a Corporation:

Jeff Glod 157 Ben Bar Circle, Whitesboro, NY 13492
Presidents Name and Address

Michael Ritter 347 Brown Rd, Utica, NY 13502
Vice Presidents Name and Address

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Jeffrey J Glod

Date 8 May 2025

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

By:  (Signature of Person Representing Above)

As: President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this 8 day of May, 2025 before me personally came _____ to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF Herk Co)

On this 8 day of may, 2025 before me personally came Jeffrey Wood to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Pamela A. Gerrar
Notary Public State of New York
Oneida County No. 4917303
My Commission Expires: 4/4/2026

Rundo DJ
Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Oneida of

Equip-Co Unlimited of NY LLC / Jeffrey Glod being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

2107

Subscribed and sworn to before me this 8 day of may, 20 25.

Notary Public

Pamela A. Gerrer

Notary Public State of New York

Oneida County No. 4917303

My Commission Expires: 4/4/2026

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BID BOND

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

BIDDER *(Name and Address):*

Equip-Co Unlimited of NY LLC
2107 RT 5
Utica NY 13502

SURETY *(Name and Address of Principal Place of Business):*

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER *(Name and Address):*

City of Rome
198 North Washington Street
Rome NY 13440

BID

Bid Due Date: 5/8/25

Description *(Project Name and Include Location):*

Demolition and removal of two tornado-damaged structures. Back Fill and compact gravel
425 Erie Blvd and 328 Ridge Street, Rome NY 13440

BOND

Bond Number: 015220750

Date *(Not earlier than Bid due date):*

Penal sum 5% amount of bid _____ \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Equip-Co Unlimited of NY LLC _____ (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

SURETY

The Ohio Casualty Insurance Company _____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Print Name

Print Name

Attorney-in-Fact

Title

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
to me known and known to me to be the individual(s) who executed the foregoing instrument, and
acknowledged that ___he___ executed same.

Notary Public
My commission expires _____

Limited Liability Company/Partnership Acknowledgement

State of New York
County of Dutchess

On this 8 day of May, 2025, before me personally came
Jeffrey Glad a member, manager or general
partner of Eclipse Unlimited of LLC to me known and known to me
to be the person who is described in and who executed the foregoing instrument and acknowledges to
me that he executed same.

Pamela A. Gerrer
Notary Public State of New York
Oneida County No. 4917303
My Commission Expires: 4/4/2026

Pamela A. Gerrer
Notary Public
My commission expires 4/4/2026

Corporate Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
to me known, who being by me duly
sworn, did depose and say that he resides in _____ that he
is the _____ of the _____
the corporation described in and which executed the foregoing instrument, and that he signed his name
thereto by order of the Board of Directors of said corporation.

Notary Public
My commission expires _____

Surety Acknowledgement

State of New York
County of Oneida

On this 8 day of May, 2025, before me personally came
Scott A. Bohling to me known, who being by me duly
sworn, did depose and say that he resides in Clinton, New York that he
is the Attorney-in-Fact of the The Ohio Casualty Insurance Company, the corporation described in
and which executed the foregoing instrument; that he knows the Seal of said corporation; that one of the
Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto by like order.

Pamela A. Gerrer
Notary Public State of New York
Oneida County No. 4917303
My Commission Expires: 4/4/2026

Pamela A. Gerrer
Notary Public
My commission expires 4/4/2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212264-985523**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Scott A. Bohling; Craig G. Miller; Glenn D. Miller; Joseph Rush

all of the city of Thornwood state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....\$205,269,499.00	Unearned Premiums.....\$4,119,585,324.00
*Bonds – U.S Government.....\$9,800,297,880.00	Reserve for Claims and Claims Expense.....\$11,539,414,910.00
*Other Bonds.....\$2,624,053,574.00	Funds Held Under Reinsurance Treaties.....\$0.00
*Stocks.....\$580,310,204.00	Reserve for Dividends to Policyholders.....\$524,079.00
Real Estate.....\$0.00	Additional Statutory Reserve.....\$0.00
Agents' Balances or Uncollected Premiums...\$2,470,513,419.00	Reserve for Commissions, Taxes and Other Liabilities.....\$1,067,720,142.00
Accrued Interest and Rents.....\$117,249,509.00	Total.....\$16,727,244,455.00
Other Admitted Assets.....\$6,440,345,225.00	Special Surplus Funds.....\$83,803,503.00
Total Admitted Assets.....\$22,238,039,310.00	Capital Stock.....\$8,848,635.00
	Paid in Surplus.....\$2,066,113,364.00
	Unassigned Surplus.....\$3,352,029,353.00
	Surplus to Policyholders.....\$5,510,794,855.00
	Total Liabilities and Surplus.....\$22,238,039,310.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Gorick Construction Co., Inc.	ADDRESS: Gorick Construction Co., Inc. 27 Track Drive Binghamton NY 13904
CONTACT: Trevor Moyer	
SIGNATURE: 	PHONE: 607-775-1765
DATE: 5/8/25	EMAIL: trevor@gorickconstruction.com
BID	
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET	
TOTAL BID AMOUNT \$ 333,000.00	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) Three Thousand Five Hundred Dollars Zero Cents _____ Lump Sum	Lump Sum	\$ <u>3,500</u> .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) Seven Thousand Dollars Zero Cents _____ Lump Sum	Lump Sum	\$ <u>7,000</u> .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) Forty Thousand Dollars Zero Cents _____ Lump Sum	Lump Sum	\$ <u>40,000</u> .00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. ThirtySeven Dollars Zero Cents _____ per Ton number of days to be under asbestos conditions <u>10 Days</u>	2000 Ton	\$ <u>74,000</u> .00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) Thirty Five Dollars Zero Cents	300 Cyd's	<u>10,500</u> \$
SUB-TOTAL 425 Erie Blvd		\$ <u>135,000.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Four Thousand Dollars Zero Cents</u> Lump Sum	Lump Sum	\$ <u>4,000.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Seven Thousand Dollars Zero Cents</u> Lump Sum	Lump Sum	\$ <u>7,000.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Seventy Four Thousand Dollars Zero Cents</u> Lump Sum	Lump Sum	\$ <u>74,000.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>Thirty Nine Dollars Zero Cents</u> per Ton number of days to be under asbestos conditions <u>10 Days</u>	2250 Ton	\$ <u>87,750.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) Thirty Five Dollars Zero Cents	150 Cyd's	\$ <u>5,250.00</u>
SUB-TOTAL 328 Ridge Street		\$ <u>178,000.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>135,000.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>178,000.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>333,000.00</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
NOT APPLICABLE	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	

BID FORM

5

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

16-0916992



Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):



(Name)

27 Track Drive

(Business Address)

By: Trevor Moyer
(Title) Vice President
Date: 5/8/2025

Binghamton, NY 13904

(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Gorick Construction Co., Inc.

ADDRESS: 27 Track Drive , Binghamton NY 13904

PHONE NUMBER: 607-775-1765

EMAIL: trevor@gorickconstruction.com

TYPE OF ENTITY: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Gorick Construction Co., Inc.

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):
Alfred Gorick Jr, Trevor Moyer

LIST OF OFFICERS: Alfred Gorick Jr, President
Trevor Moyer, Vice President
Kristi Gorick , Corporate Secretary

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: 7/28/1966

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Gorick Construction Co., Inc.

(NAME OF CORPORATION)

“Resolved that Trewvor Moyer, Vice President

(Person Authorized to Sign) (Title)
of Gorick Construction Co., Inc. authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project: Tornado Damaged Structured 425 Erie Boulevard and 328 Ridge Street
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Gorick Construction Co., Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 31 day of January, 2025

By:  Trevor Moyer

Title: Vice President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and were such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

27 Track Drive
Street or P.O. Box Number

Binghamton
City

NY
State *Zip* 13904

Federal Identification No: 16-0916992

Name of Contact Person: Trevor Moyer

Phone No. of Contact Person: 607-775-1765

If Bidder is a Corporation:

Alfred Gorick Jr - 3 Valley View Ct, Binghamton NY 13904

Presidents Name and Address

Trevor Moyer - 3281 Route 467, Rome, PA 18837

Vice Presidents Name and Address

Kristi Gorick - Corporate Secretary - 3 Valley View Ct, Binghamton NY 13904

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Gorick Construction Co., Inc.

Date 5/8/2025

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

By: [Signature] (Signature of Person Representing Above)

As: Vice President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Broome

On this 8th day of May, 2025 before me personally came Trevor Moyer to me known and known to me to be the person who executed the above instrument who being duly sworn by me, did depose and say that he/she resides at 3281 Rte 4167 Rome, PA 18837, and that he/she is the Vice President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereon on behalf of said Corporation by order of the Board of Directors of said Corporation.

[Signature: Roberta S. Allegrino]
Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

ROBERTA S. ALLEGRINO
Notary Public, State of New York
NO. 01AL0005048
Qualified in Broome County
Commission Expires 04/04/2027

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

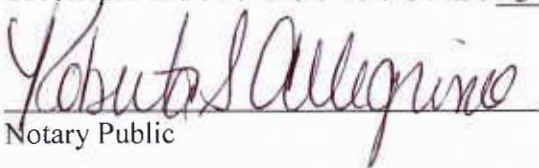
SS: County of Broome of

Gorick Construction Co., Inc. being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: 

Subscribed and sworn to before me this 8th day of May, 2025.


Notary Public

ROBERTA S. ALLEGRIANO
Notary Public, State of New York
NO. 01A10005048
Qualified in Broome County
Commission Expires 04/04/2027

BD-7 PAGE 1 THIS PAGE LEFT INTENTIONALLY BLANK

BID BOND

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

BIDDER (Name and Address):

GORICK CONSTRUCTION CO., INC.
27 Track Drive
Binghamton, NY 13905

SURETY (Name and Address of Principal Place of Business):

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

CITY OF ROME
198 N. Washington Street
Rome, NY 13440

BID

Bid Due Date: **8 MAY 2025**

Description (Project Name and Include Location): **RFB-2025-006 DEMOLITION-tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Road, City of Rome, Oneida County, NY**

BOND

Bond Number: **Unassigned - Bid Bond**

Date (Not earlier than Bid due date): **8 MAY 2025**

Penal sum **FIVE PERCENT OF ATTACHED BID** ----- **5%** ----- \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

GORICK CONSTRUCTION CO., INC.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Trevor A. Moyer

Print Name

Vice President

Title

Attest:

Signature

Brenda J. Ferri, Witness

SURETY

Liberty Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lisa D. Kaylor

Print Name

Attorney In Fact

Title

Attest:

Signature

Brenda J. Ferri, Witness

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

Acknowledgement

Principal Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Broome }

On this 8th day of MAY, 2025 before me personally came TREVOR A. MOYER
to me known to be the person by me duly sworn, did depose and say, that he/she resides ROME, PA
that he/she is the VICE PRESIDENT of the GORICK CONSTRUCTION CO., INC.
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.

BRENDA J. FERRI
Notary Public, State of New York
No. 4528018
Residing in Broome County
My Commission Expires June 30, 2026

Brenda J. Ferri

Notary Public

Surety Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Broome }

On this 8th day of MAY, 2025 before me personally came Lisa D. Kaylor
to me known to be the person by me duly sworn, did depose and say, that he/she resides Hastings, NY
that he/she is the Attorney-in-Fact of the LIBERTY MUTUAL INSURANCE COMPANY
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.

BRENDA J. FERRI
Notary Public, State of New York
No. 4528018
Residing in Broome County
My Commission Expires June 30, 2026

Brenda J. Ferri

Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211568-012055**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda J. Ferri; Deborah K. Blanchard; Lisa D. Kaylor; Michael C. Coleman; Michael J. Tresidder; Monique Kocienski; Thomas E. Costello

all of the city of Binghamton state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of MAY, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits.....\$4,608,826,756.00	Unearned Premiums.....\$9,890,896,878.00
*Bonds – U.S Government.....\$4,281,375,446.74	Reserve for Claims and Claims Expense.....\$29,467,071,865.00
*Other Bonds.....\$21,566,489,527.26	Funds Held Under Reinsurance Treaties.....\$341,948,172.00
*Stocks.....\$15,589,644,012.00	Reserve for Dividends to Policyholders.....\$954,025.00
Real Estate.....\$86,497,925.00	Additional Statutory Reserve.....\$150,547,865.00
Agents' Balances or Uncollected Premiums...\$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities.....\$5,049,906,410.00
Accrued Interest and Rents.....\$225,249,712.00	Total.....\$47,104,416,171.00
Other Admitted Assets.....\$19,367,663,200.00	Special Surplus Funds.....\$174,153,086.00
Total Admitted Assets.....\$74,539,483,661.00	Capital Stock.....\$10,000,075.00
	Paid in Surplus.....\$13,209,595,772.00
	Unassigned Surplus.....\$13,415,980,561.00
	Surplus to Policyholders.....\$27,435,067,490.00
	Total Liabilities and Surplus.....\$74,539,483,661.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Industry Standard USA, LLC		ADDRESS: 7842 Goguen Drive Liverpool, New York 13090	
CONTACT: Christopher Dambach President			
SIGNATURE: 		PHONE: 315-436-8654	
DATE: 5-7-25		EMAIL: Chris@IndustryStandardUSA.com	
BID		TOTAL BID AMOUNT	
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET		\$ 1,389,461.00	

BID BOND

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

BIDDER (Name and Address): Industry Standard USA, LLC
7842 Goguen Drive
Liverpool, New York 13090

SURETY (Name and Address of Principal Place of Business):
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address): City of Rome, Oneida County, New York
198 North Washington Street
Rome, New York 13440

BID

Bid Due Date: May 8, 2025

Description (Project Name and Include Location): RFB-2025-006 Tornado Damaged Structures
425 Erie Boulevard and 328 Ridge Street,
Rome, New York 13440

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): May 8, 2025

Penal sum Five Percent of Attached Bid (Words) (5%) (Figures) \$

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Industry Standard USA, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Christopher Dambach

Print Name

President

Title

Attest:

Signature

Julie Breckheimer

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Michael J. Tresidder

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Julie Breckheimer

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

Acknowledgement

Principal Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Onondaga }

On this 8th day of May, 2025 before me personally came Christopher Dambach
to me known to be the person by me duly sworn, did depose and say, that he/she resides Liverpool, NY
that he/she is the President of the Industry Standard USA, LLC
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Traci L. Rio
Notary Public

Surety Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Onondaga }

On this 8th day of May, 2025 before me personally came Michael J. Tresidder
to me known to be the person by me duly sworn, did depose and say, that he/she resides Syracuse, NY
that he/she is the Attorney-in-Fact of the United States Fire Insurance Company
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08081

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Thomas E. Costello, Lisa D. Kaylor, Brenda J. Ferri, Deborah K. Blanchard, Michael J. Tresidder, Monique Kocienski

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8th day of May 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

<u>ASSETS</u>	
Bonds (Amortized Value)	1,483,775,036
Preferred Stocks (Market Value)	157,980,976
Common Stocks (Market Value)	2,852,736,803
Mortgage Loans (Market Value)	1,174,287,654
Real Estate	95,552,039
Cash, Cash Equivalents, and Short Term Investments	536,934,786
Derivatives	48,305,898
Other Invested Assets	603,007,875
Investment Income Due and Accrued	30,714,918
Premiums and Considerations	591,050,781
Amounts Recoverable from Reinsurers	106,413,303
Funds Held by or Deposited with Reinsured Companies	230,146,645
Net Deferred Tax Asset	196,111,925
Electronic Data Processing Equipment	608,866
Receivables from Parent, Subsidiaries and Affiliates	36,228,378
Other Assets	132,241,510
TOTAL ASSETS	\$ 8,276,097,393

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)	3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	119,842,499
Loss Adjustment Expenses	516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges	28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees)	106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	30,351,557
Current Federal and Foreign Income Taxes	13,076,127
Unearned Premiums	1,159,871,296
Advance Premium	12,532,810
Ceded Reinsurance Premiums Payable	168,127,598
Funds Held by Company under Reinsurance Treaties	83,209,337
Amounts Withheld by Company for Account of Others	130,755,665
Provision for Reinsurance	1,356,147
Payable to Parent, Subsidiaries and Affiliates	55,190,326
Other Liabilities	48,837,986
TOTAL LIABILITIES	\$ 5,579,451,574
Common Capital Stock	18,780,000
Gross Paid In and Contributed Surplus	1,502,074,940
Unassigned Funds (Surplus)	1,175,790,879
Surplus as Regards Policyholders	2,696,645,819
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$ 8,276,097,393

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.
UNITED STATES FIRE INSURANCE COMPANY



TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of ~~the Former Saint Mary's Church located at 208 West Liberty Street~~, Rome, New York (Site).
425 ERIE BOULEVARD AND 328 RIDGE STREET

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

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TORNADO DAMAGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

425 ERIE BOULEVARD AND 328 RIDGE STREET

The proposed project is the demolition, removal and disposal of ~~the former Saint Mary's Church~~, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) _____ Lump Sum	Lump Sum	\$23,820.00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) _____ Lump Sum	Lump Sum	\$16,256.00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) _____ Lump Sum	Lump Sum	\$226,352.00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. _____ \$31.74 per Ton number of days to be under asbestos conditions _____	4689 Ton	\$148,793.00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	1665 Cyd's	\$108,935.00
SUB-TOTAL 425 Erie Blvd		\$ 524,156.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) _____ Lump Sum	Lump Sum	\$38,575.00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) _____ Lump Sum	Lump Sum	\$32,141.00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) _____ Lump Sum	Lump Sum	\$366,654.00
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. \$32.93 per Ton number of days to be under asbestos conditions _____	8044 Ton	\$264,877.00
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	2374 Cyd's	\$143,058.00
SUB-TOTAL 328 Ridge Street		\$ <u>845,305.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>524,156.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>845,305.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>1,389,461.00</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	

BID FORM

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

27-1776823

Signature of Individual or Corporate Name:

Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Christopher Dambach

(Name)

7842 Goguen Drive

(Business Address)

By: President

(Title)

Date:

5-7-25

Liverpool, New York 13090

(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD – 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*:

Industry Standard USA, LLC

ADDRESS:

7842 Goguen Drive

Liverpool, New York 13090

PHONE NUMBER:

315-436-8654

EMAIL:

Chris@IndustryStandardUSA.com

TYPE OF ENTITY:

CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION:

Industry Standard USA, LLC

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

Christopher Dambach

LIST OF OFFICERS:

Christopher Dambach

Jason Franklin

LIST OF DIRECTORS:

DATE OF ORGANIZATION:

1/1/2015

IF A PARTNERSHIP:

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

State of New York Department of State } ss:

I hereby certify, that VETERAN LAWN CARE SERVICES, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 02/08/2010, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of VETERAN LAWN CARE SERVICES, LLC was filed on 06/22/2010.

A Biennial Statement was filed 03/12/2012.

A certificate changing name to INDUSTRY STANDARD USA, LLC was filed on 01/11/2017.

Certificate of Change was filed on 02/08/2017.

A Biennial Statement was filed 01/31/2019.

A Certificate of Amendment was filed on 08/12/2019.

The Biennial Statement is past due.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 08th day of April
two thousand and twenty-one.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Industry Standard USA, LLC

(NAME OF CORPORATION)

“Resolved that Christopher Dambach, President
(Person Authorized to Sign) (Title)

of Industry Standard USA, LLC authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project: TORNADO DAMGED STRUCTURES
425 ERIE BOULEVARD AND 328 RIDGE STREET CITY OF ROME, ONEIDA COUNTY, NEW YORK
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Industry Standard USA, LLC

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 7th day of May, 2025

By: [Signature]

Title: President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

**I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:**

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

Street or P.O. Box Number 7842 Goguen Drive

City Liverpool, New York

State 13090
Zip

Federal Identification No: 27-1776823

Name of Contact Person: Christopher Dambach

Phone No. of Contact Person: 315-436-8654 Ext. 5

If Bidder is a Corporation:

Christopher Dambach, 7842 Goguen Drive, Liverpool NY 13090

Presidents Name and Address

Vice Presidents Name and Address

Jason Franklin, Chief Financial Officer, 7842 Goguen Drive, Liverpool NY 13090

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

**TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK**

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Industry Standard USA, LLC

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

Date 5-7-25

By: [Signature] (Signature of Person Representing Above)

As: President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF ONEIDA

On this 8th day of May, 2025 before me personally came Christopher Dambach to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at Syracuse, NY and that he/she is the President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.



[Signature]
Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Onondaga of

Christopher Dambach being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: [Signature]

Subscribed and sworn to before me this 7th day of May, 2025.

[Signature]
Notary Public



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OneGroup NY, Inc 706 N Clinton Street Syracuse NY 13204	CONTACT NAME: Deborah Holden PHONE (A/C, No, Ext): 607-238-4080 E-MAIL ADDRESS: Dholden@onegroup.com FAX (A/C, No): 315 457-7902
INSURED Industry Standard USA LLC 7842 Goguen Drive Liverpool NY 13090	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins Co INSURER B: Continental Insurance Company INSURER C: National Fire Insurance Co of Hartford INSURER D: HARTFORD LIFE & ACCIDENT INS CO INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 902044247**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	7039507521	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ HNO Physical ☐ Damage	Y	Y	BUA 7039507504	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$75,000 \$ 1000comp/1000col
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7039507518	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WC739507535	6/19/2024	6/19/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	NYS Disability Leased/Rented Equipment			LN7635286 7039507521	7/1/2024 6/19/2024	7/1/2025 6/19/2025	Statutory \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Comprehensive Deductible \$1,000 Collision Deductible \$1,000
Proof of insurance

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

AUTHORIZED REPRESENTATIVE

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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

4/2/2025

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY OneGroup NY, Inc		NAMED INSURED(S) Industry Standard USA LLC	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION**CERTIFICATE NUMBER:**902044247**REVISION NUMBER:****A. Insurer**

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☐ ISO / ISO modified
- ☒ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: _____
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional Insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☒ Other: #: CNA75079XX Title: Blanket Additional Insured - Owners, Lessees or Contractors -

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. In the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named Insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

4/2/2025

DATE (MM/DD/YYYY)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY OneGroup NY, Inc.		NAMED INSURED Industry Standard USA LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

General Liability:

CNA74705NY - (08-15) - Contractors General Liability Extension Endorsement - New York - Additional insured Additional Insured Primary and Non-contributory, Per Project General Aggregate, Waiver of Subrogation

CNA75079XX (03-22) -Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage

CNA74702NY (01-15) - 30 Day Notice of Cancellation

Commercial Auto:

CNA63359XX (04 - 2012) - Contractors Extended Coverage Endorsement - Additional Insured, Primary and Non-contributor, Waiver of subrogation

CNA68021XX (02-2013) - 30 Day Notice of Cancellation

Commercial Umbrella:

CNA75501XX (03-2015) - Schedule of underlying

CNA75504XX (03-2015) - Excess Follow Form

Workers Compensation:

CC68021A (02-2013) - 30 Day Notice of Cancellation

WC000313 (04-1984) - Waiver of our Right to Recover from others

**Contractors' General Liability Extension
Endorsement - New York**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Contractors' General Liability Extension
Endorsement - New York****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H. below** whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H. below**.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the occurrence giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension
Endorsement - New York**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the occurrence giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension
Endorsement - New York**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness, shock, humiliation, disability or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such occurrence, offense or claim to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**.

**Contractors' General Liability Extension
Endorsement - New York**

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension
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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**Contractors' General Liability Extension
Endorsement - New York****8. ELECTRONIC DATA LIABILITY**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

The above exclusions apply even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks



**Contractors' General Liability Extension
Endorsement - New York**

damages from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project.

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension
Endorsement - New York**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
 - iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.



**Contractors' General Liability Extension
Endorsement - New York****Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:
 - (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension
Endorsement - New York**

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other valid and collectible insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury or property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY - DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

**Contractors' General Liability Extension
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This insurance does not apply to:

J. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control;

while being used in the **Named Insured's** operations away from any **Named Insured's** premises. However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, **aircraft** or **watercraft**;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

**Contractors' General Liability Extension
Endorsement - New York**

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one occurrence because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000.

- D.** Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E.** Paragraph 4.b.(1)(a)(ii) of the **Other Insurance Condition** is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here; ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.



**Contractors' General Liability Extension
Endorsement - New York**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following fort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation:

- (a) is based solely on disparate impact or vicarious liability; and
- (b) is not done intentionally by or at the direction of the **Named Insured**; or any executive officer, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

**Contractors' General Liability Extension
Endorsement - New York****2. add the following exclusions:**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

This exclusion shall not apply to discrimination or humiliation based solely on either disparate impact or vicarious liability that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any executive officer, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.



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- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if Coverage B – Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to property damage that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

**Contractors' General Liability Extension
Endorsement - New York**

If the endorsement **EXCLUSION - CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4, **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other valid and collectible insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I, above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement - New York**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days. In no event shall the number of days listed be fewer than the number required by New York State.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 4

Policy No: BUA 7039507504

Policy Effective Date: 06/19/2023

Policy Page: 76 of 116

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 2 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7039507504

Policy Effective Date: 06/19/2023

Policy Page: 77 of 116



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 3 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7039507504

Policy Effective Date: 06/19/2023

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 1

Policy No: BUA 7039507504

Policy Effective Date: 06/19/2023

Policy Page: 80 of 116

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 39507535

Policy Effective Date: 06/19/2023

Policy Page: 71 of 111



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Valley Forge Insurance Company 7039507521 06/19/2023 to 06/19/2024	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : no Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
Valley Forge Insurance Company 7039507521 06/19/2023 to 06/19/2024	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000
Valley Forge Insurance Company 7039507504 06/19/2023 to 06/19/2024	Auto Liability	Combined Single Limit	\$1,000,000



CNA Paramount Excess and Umbrella Liability
Policy Declarations

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Valley Forge Insurance Company 7039507535 06/19/2023 to 06/19/2024	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium

Minimum Earned Premium	0% of the Total Premium
Total Premium	\$39,916.00
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$395

Notices

Notice to insurer

Address: CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7039507518

Policy Effective Date: 06/19/2023

Policy Page: 10 of 60



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



CNA Paramount Excess and Umbrella Liability
Policy Endorsement

2. The section entitled **DEFINITIONS** is amended to delete the definition of **Named Insured** and replace it with the following:

Named Insured means the persons or organizations named as such in the Declarations, and any other organization qualifying as a **Named Insured** in the Section entitled WHO IS AN INSURED.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA88301XX (08-2017)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 8; Page: 2 of 2

Policy No: CUE 7039507518

Policy Effective Date: 06/19/2023

Policy Page: 60 of 60

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Industry Standard USA LLC 7842 Goguen Drive Liverpool, NY 13090 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 315-436-8654 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 271776823
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Proof of Insurance	3a. Name of Insurance Carrier National Fire Insurance Co of Hartford 3b. Policy Number of Entity Listed in Box "1a" WC739507535 3c. Policy effective period 06/19/2024 to 06/19/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

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

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Pierre Morriseau
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  4/2/2025
(Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 607-238-4080

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) Industry Standard USA LLC 7842 Goguen Drive Liverpool NY 13090 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-436-8654 1c. Federal Employer Identification Number of Insured 271776823
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Proof of Insurance	3a. Name of Insurance Carrier HARTFORD LIFE & ACCIDENT INS CO 3b. Policy Number of Entity Listed in Box "1a" LNY635286 3c. Policy effective period 07/01/2024 to 07/01/2025

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 4/2/2025 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 607-238-4080 Name and Title Pierre Morrisseau Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Jackson Demolition Service, Inc.

(NAME OF CORPORATION)

"Resolved that Joshua Frederick, Vice President

(Person Authorized to Sign)

(Title)

of Jackson Demolition Service, Inc. authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project:

Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Street

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Jackson Demolition Service, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 4th day of January, 20 25

By:

Title: Sole Director

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

UNANIMOUS WRITTEN CONSENT IN LIEU OF THE 2024 ANNUAL
MEETING OF THE BOARD OF DIRECTORS OF
JACKSON DEMOLITION SERVICE, INC.

The undersigned, being the sole director of Jackson Demolition Service, Inc., a New York corporation (the "Corporation"), pursuant to Section 708 of the Business Corporation Law Of the State of New York, hereby approves and consents to the following in lieu of the Annual Meeting of the Board of Directors:

WAIVER OF NOTICE:

Execution of this Written Consent will constitute full waiver of notice of the Annual Meeting of the Board of Directors of the Corporation for the year 2024.

ELECTION OF OFFICERS:

The following persons are elected to the offices following their names, to serve until the Expiration of their terms at the next annual meeting of the Board of Directors, or until their Successors shall be duly elected and qualified:

Alexander M. Jackson	President/Secretary/Treasurer
Josh Frederick	Vice President

RATIFICATION:

The officers stated above have full signatory authority on behalf of the corporation.

All acts taken on behalf of the Corporation by the Corporation's Officers since the last Meeting of the Board of Directors are hereby ratifies and approved.

MINUTES:

This Unanimous Consent shall be filed with and become a part of the Minutes of the Corporation.

Effective Date: January 4, 2025

1/4/2025
Date Signed


Alexander M. Jackson, Sole Director

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

Street or P.O. Box Number 397 Anthony Street

City Schenectady

State New York *Zip* 12308

Federal Identification No: 14-1604593

Name of Contact Person: Joshua Frederick

Phone No. of Contact Person: 518-374-3366

If Bidder is a Corporation:

Alexander M Jackson, 397 Anthony Street, Schenectady, NY 12308
Presidents Name and Address

Joshua Frederick, 397 Anthony Street, Schenectady, NY 12308
Vice Presidents Name and Address

N/A
Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Jackson Demolition Service, Inc.

Date 5/8/2025

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

By: [Signature] (Signature of Person Representing Above)

As: Vice President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Schenectady

On this 8 day of May, 2025 before me personally came Joshua M. Frederick to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at 12 McLean St. Balkston Spa NY and that he/she is the Vice President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

[Signature]
Notary Public

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IP6343514
Qualified in Fulton County
Commission Expires June 13, 2028

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Schenectady of

Jackson Demolition Service, Inc. being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me this 8 day of May, 2025.

Katie M. Ippolito
Notary Public

KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IP6343514
Qualified in Fulton County
Commission Expires June 13, 2028

BD-7 PAGE 1 THIS PAGE LEFT INTENTIONALLY BLANK

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BC-1
BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

☒ **STANDARD**

- ☒ Completed Bid Form (BD-1)
- ☒ Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
- ☐ Completed Bid Summary Form (BD-3)
- ☒ Completed Bidder Information Sheet (BD-4)
- ☒ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
- ☒ Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
- ☒ Completed Affidavit of Worker's Compensation (BD-7)

PROJECT SPECIFIC - NOT PROVIDED

- ☐ Completed Certification Under Executive Order No. 16 (BD-8)
- ☐ Completed EO 177 Certification (BD-9)
- ☐ Completed OCSD-1 M/WBE and SDVOB Participation/Equal Employment Opportunity Policy Statement (BD-10)
- ☐ Completed OCSD-2 Staffing Plan (BD-11)
- ☐ Complete and Submit Workforce Utilization Reports (OCSD-3) (BD-12)
- ☐ Completed OCSD-4 MWBE and SDVOB Utilization Plan (BD-13)

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

STANDARD

- ☐ Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
- ☐ Proof of Insurance (PB-2)
- ☐ Performance Bond (PB-3)
- ☐ Completed Emergency Contact Numbers (PB-4)

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CITY OF ROME, ONEIDA COUNTY, NEW YORK

PROJECT SPECIFIC

==

- ☐ Completed OCSD-5 Waiver Request Form (PB-7)
- ☐ Completed OCSD-6 MWBE and SDVOB Compliance and Payment Report (PB-8)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Jackson Demolition Service, Inc.	ADDRESS: 397 Anthony Street Schenectady, New York 12308	
CONTACT: Joshua Frederick		
SIGNATURE:	PHONE: 518-374-3366	
DATE: 5/8/2025	EMAIL: info@jacksondemolition.com	
BID		TOTAL BID AMOUNT
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET		\$ <u>437,413.50</u>

BID BOND

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

BIDDER (Name and Address): Jackson Demolition Service, Inc.
397 Anthony Street
Schenectady, NY 12308

SURETY (Name and Address of Principal Place of Business): Berkley Insurance Company
412 Mt. Kemble Ave, Suite 310 N
Morristown, NJ 07960

OWNER (Name and Address): City of Rome
198 North Washington Street
Rome, NY 13440

BID

Bid Due Date: May 8th, 2025

Description (Project Name and Include Location): RFB-2025-006

Tornado Damaged Structures

425 Erie Boulevard and 328 Ridge Street

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): May 8th, 2025

Penal sum Five Percent of Bid

5% of Bid

X

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Jackson Demolition Service, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

ISAHUA FREDERICK

Print Name

EXECUTIVE VICE PRESIDENT

Title

Attest:

Signature

AMBER TAYLOR, Sr. Project Administrator

SURETY

Berkley Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jaclyn M. Kelly

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Alissa M. Cottrell, Bond Representative

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 8 day of May, 2025 before me personally appeared

Joshua M. Frederick
to me known, who being by me duly sworn, did depose and say: that _____ he resides at 12 McLean St
Balletta Spa NY; that he is Vice President
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IP6343514
Qualified in Fulton County
Commission Expires June 13, 2028

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 8th day of May, 2025 before me personally appeared
Jaelyn M. Kelly

to me known, who being by me duly sworn, did depose and say: that she resides in the City of
Scotia, New York; that she is the Attorney-In-Fact
of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Notary Public

KARA M. DERENZO
Notary Public, State of New York
Qualified in Schenectady County
No. 01DERD40544
Commission Expires Jan. 27, 2027

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Deborah L. Kruman; Jeanne M. Maloy; Jaclyn M. Kelly; Kara M. Epperson; Matthew Cronin; or Noelle S. Burkins of Marshall & Sterling Upstate, Inc. of Scotia, NY** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2024.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



GIVEN under my hand and seal of the Company, this 8th day of May, 2025.

Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2024

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 17,442,154
Common & Preferred Stocks	6,072,102
Cash & Short Term Investments	1,285,112
Premiums Receivable	2,832,359
Other Assets	<u>4,382,011</u>

Total Admitted Assets \$ 32,013,737

Liabilities & Surplus

Loss & LAE Reserves	\$ 16,228,078
Unearned Premium Reserves	5,059,433
Other Liabilities	<u>1,304,351</u>

Total Liabilities \$ 22,591,863

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,014,269
Unassigned Surplus	<u>6,364,595</u>

Total Policyholders' Surplus \$ 9,421,874

Total Liabilities & Surplus \$ 32,013,737

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

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TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Ten Thousand Dollars</u> Lump Sum	Lump Sum	<u>\$10,000.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Six Thousand, Eight Hundred and Forty-Five Dollars</u> Lump Sum	Lump Sum	<u>\$ 6,845.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Twenty-Eight Thousand, Fifty-Nine Dollars</u> Lump Sum	Lump Sum	<u>\$28,059.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>\$45.63</u> per Ton number of days to be under asbestos conditions <u>9</u>	2000 Ton	<u>\$91,254.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) \$37.93 per Cubic Yard	300 Cyd's	<u>\$18,357.00s</u>

SUB-TOTAL 425 Erie Blvd \$ 154,515.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Five Thousand Dollars</u> Lump Sum	Lump Sum	<u>\$ 5,000.00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Three Thousand, Nine Hundred and Sixty Dollars</u> Lump Sum	Lump Sum	<u>\$ 3,960.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Sixty-Eight Thousand, One Hundred and Twenty-Seven Dollars</u> Lump Sum	Lump Sum	<u>\$68,127.00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>\$46.81</u> per Ton number of days to be under asbestos conditions <u>12</u>	2250 Ton	<u>\$178,256.00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) \$50.37 per Cubic Yard	150 Cyd's	<u>\$7,555.50\$</u>
SUB-TOTAL 328 Ridge Street		<u>\$ 262,898.50</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>154,515.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>262,898.50</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>437,413.50</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
Ron Allen Trucking	\$ <u>34,694 .00</u>	8%
W. Haver Excavating (Trucking)	\$ <u>38,000 .00</u>	9%
	\$ <u> .00</u>	
	\$ <u> .00</u>	

BID FORM

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

14-1604593


Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Jackson Demolition Service, Inc.
(Name)

397 Anthony Street
(Business Address)

By: Joshua Frederick, VP
(Title)

Schenectady, New York 12308
(City, State, Zip Code)

Date: 5/8/2025

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD – 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Jackson Demolition Service, Inc.

ADDRESS: 397 Anthony Street, Schenectady, New York 12308

PHONE NUMBER: 518-374-3366

EMAIL: info@jacksondemolition.com

TYPE OF ENTITY: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Jackson Demolition Service, Inc.

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

Alexander M Jackson - 100%

LIST OF OFFICERS: Alexander M Jackson, Joshua Frederick

LIST OF DIRECTORS: Alexander M Jackson

DATE OF ORGANIZATION: 6/29/1978

IF A PARTNERSHIP:

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

STATEMENT OF SURETY'S INTENT

To: City of Rome
(Owner)

We have reviewed the Bid of L.M. Sessler Excavating & Wrecking, Inc
(Contractor)

of 1257 NY-96, Waterloo, NY 13165
(Address)

for Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Street; RFB-2025-006

(Project)

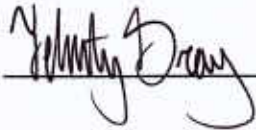
Bids for which will be received on 05/08/2025
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

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

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

Attest:



Liberty Mutual Insurance Company


Surety's Authorized Signature(s)
Francis A. Lowther, Attorney-in-Fact

Attach Power of Attorney

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

(This Form Must Be Completed
and Submitted with the Bid)

BID BOND

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

BIDDER (Name and Address):

L.M. Sessler Excavating & Wrecking, Inc
1257 NY-96
Waterloo, NY 13165

SURETY (Name and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (Name and Address):

City of Rome
198 North Washington Street
Rome, NY 13440

BID

Bid Due Date: May 8, 2025

Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge

Description (Project Name and Include Location): Street; RFB-2025-006

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): April 29, 2025

Penal sum *** FIVE PERCENT OF AMOUNT BID *** 5% of Bid \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

L.M. Sessler Excavating & Wrecking, Inc (Seal)

Bidder's Name and Corporate Seal

By:


Signature

LaVerne Sessler

Print Name

Vice President

Title

Attest:


Signature

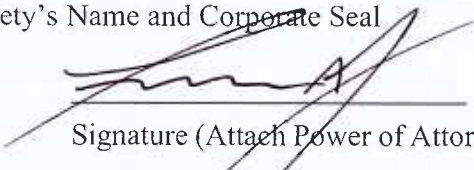
Tammy L. Gentner

SURETY

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

Francis A. Lowther

Print Name

Attorney-in-Fact

Title

Attest:


Signature

Felicity A. Gray

Title

Title Witness

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-1

BD-2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC C-430 Bid Bond (Penal Sum Form)
Prepared by the Engineers Joint Contract Documents Committee.
BB-2

INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

CORPORATION ACKNOWLEDGMENT

State of New York
County of Seneca

On this 30th day of April, 2025, before me personally appeared LaVerne Sessler to me known, who being by me duly sworn, did depose and say: that he/she resides at Fairport, NY; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

TAMMY L GENTNER
Notary Public, State of New York
NO. 01GE6426357
Qualified in Ontario County
Commission Expires 12/06/2025

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 29th day of April, 2025, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

FELICITY ANNE GRAY
Notary Public - State of New York
No. 01GR0020783
Qualified in Onondaga County
My Commission Expires Feb. 6, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211232 - 837023**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsa E. Follett, Edward J. Reagan, Felicity A. Gray, Francis A. Lowther, Matthew J. Capriotti

all of the city of Marcellus state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits \$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds – U.S Government \$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds..... \$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks \$19,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate..... \$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums... \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents \$186,906,667.00	Total..... \$47,428,064,363.63
Other Admitted Assets..... \$15,677,869,683.63	Special Surplus Funds..... \$209,508,757.00
Total Admitted Assets \$70,891,553,519.63	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus..... \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: L.M. Sessler Excavating & Wrecking, Inc.	ADDRESS: 1257 State Route 96 Waterloo, NY 13165	
CONTACT: Matt Felice		
SIGNATURE: <i>Matt Felice</i>	PHONE: 315-539-3353	
DATE: 5/5/2025	EMAIL: mfelice@sesslerwrecking.com	
BID		TOTAL BID AMOUNT
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET Six Hundred Forty Three Thousand Two Hundred Fifty Five		\$ 643,255.00

Total Bid Amount includes Field Adjustment Allowance (\$20,000.00)

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BC-1
BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

STANDARD

- ☒ Completed Bid Form (BD-1)
- ☒ Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
- ☒ Completed Bid Summary Form (BD-3)
- ☒ Completed Bidder Information Sheet (BD-4)
- ☒ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
- ☒ Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
- ☒ Completed Affidavit of Worker's Compensation (BD-7)

PROJECT SPECIFIC

- ☐ Completed Certification Under Executive Order No. 16 (BD-8)
- ☐ Completed EO 177 Certification (BD-9)
- ☐ Completed OCSD-1 M/WBE and SDVOB Participation/Equal Employment Opportunity Policy Statement (BD-10)
- ☐ Completed OCSD-2 Staffing Plan (BD-11)
- ☐ Complete and Submit Workforce Utilization Reports (OCSD-3) (BD-12)
- ☐ Completed OCSD-4 MWBE and SDVOB Utilization Plan (BD-13)

Project Specific documents (BD-8 to BD-13) to be submitted at a later date if awarded the project.

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

STANDARD

☐ Proof of Ability to do Work in New York State, or Covenant to Obtain
(New York State Department of State) (PB-1)

☐ Proof of Insurance (PB-2)

☐ Performance Bond (PB-3)

☐ Completed Emergency Contact Numbers (PB-4)

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CITY OF ROME, ONEIDA COUNTY, NEW YORK

PROJECT SPECIFIC

—

☐ Completed OCSD-5 Waiver Request Form (PB-7)

☐ Completed OCSD-6 MWBE and SDVOB Compliance and Payment Report (PB-8)

***BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS
PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER
SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES
MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY
NOTED.***

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
BID SUMMARYFORM STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

1

TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Forty One Thousand Dollars</u> Lump Sum	Lump Sum	\$41,000.00 \$ _____ .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Nine Thousand Seven Hundred Dollars</u> Lump Sum	Lump Sum	\$9,700.00 \$ _____ .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Forty Eight Thousand Dollars</u> Lump Sum	Lump Sum	\$48,000.00 \$ _____ .00
<u>One Hundred Thirty Thousand Eight Hundred Dollars</u> Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>\$65.40</u> <u>Sixty Five Dollars and Forty Cents</u> per Ton number of days to be under asbestos conditions <u>10</u>	2000 Ton	\$130,800.00 \$ _____ .00
<u>Forty Seven Dollars and Ninety Cents</u> Unit Price = \$47.90 per Truck CY Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) <u>Fourteen Thousand Three Hundred Seventy Dollars</u>	300 Cyd's	\$14,370.00 _____ \$

SUB-TOTAL 425 Erie Blvd \$ _____
 Two Hundred Forty Three Thousand Eight Hundred Seventy Dollars \$243,870.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) Fifty Six Thousand Dollars _____ Lump Sum	Lump Sum	\$56,000.00 \$ _____ .00
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) Twenty Two Thousand Dollars _____ Lump Sum	Lump Sum	\$22,000.00 \$ _____ .00
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) One Hundred Forty Three Thousand Dollars _____ Lump Sum	Lump Sum	\$143,000.00 \$ _____ .00
One Hundred Fifty One Thousand Two Hundred Dollars Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. \$67.20 _____ Sixty Seven Dollars and Twenty Cents _____ per Ton number of days to be under asbestos conditions _____ 20	2250 Ton	\$151,200.00 \$ _____ .00
Forty Seven Dollars and Ninety Cents Unit Price = \$47.90 per Truck CY Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.) Seven Thousand One Hundred Eight Five Dollars	150 Cyd's	\$7,185.00 _____ \$
SUB-TOTAL 328 Ridge Street		\$ _____
Three Hundred Seventy Nine Thousand Three Hundred Eighty Five Dollars		\$379,385.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>243,870.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>379,385.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>643,255.00</u>	

Six Hundred Forty Three Thousand Two Hundred Fifty Five Dollars

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
N/A	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	
	\$ _____ .00	

BID FORM

5

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

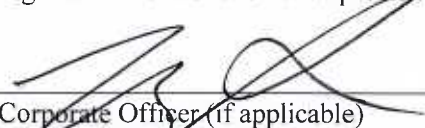
The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

16-1056968


Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

L.M. Sessler Excavating & Wrecking, Inc.
(Name)

1257 State Route 96
(Business Address)

By: LaVerne Sessler, Vice President
(Title)

Waterloo, NY 13165
(City, State, Zip Code)

Date: 5/5/2025

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD – 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: L.M. Sessler Excavating & Wrecking, Inc.

ADDRESS: 1257 State Route 96
Waterloo, NY 13165

PHONE NUMBER: 315-539-3353

EMAIL: mfelice@sesslerwrecking.com

TYPE OF ENTITY: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: L.M. Sessler Excavating & Wrecking, Inc.

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

Brian Sessler, Jeff Sessler, LaVerne Sessler, Kevin Sessler, Nick Sessler

LIST OF OFFICERS:

Brian Sessler, Jeff Sessler, LaVerne Sessler, Kevin Sessler, Nick Sessler

LIST OF DIRECTORS:

DATE OF ORGANIZATION: 11/19/1975

IF A PARTNERSHIP:

PARTNERS:

NAME OF PARTNERSHIP:

DATE OF ORGANIZATION:

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE
CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL
BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

L.M. Sessler Excavating & Wrecking, Inc.

(NAME OF CORPORATION)

"Resolved that LaVerne Sessler, Vice President
(Person Authorized to Sign) (Title)

of L.M. Sessler Excavating & Wrecking, Inc. authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: _____

Tornado damaged structures 425 Erie Blvd and 328 Ridge St
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

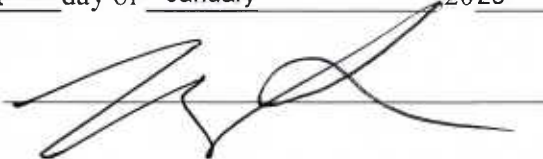
The foregoing is true and correct copy of resolution adopted by:

L.M. Sessler Excavating & Wrecking, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 1st day of January 2025

By:



Title: Vice President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

1257 State Route 96

Street or P.O. Box Number

Waterloo

City

NY

State

13165

Zip

Federal Identification No:

16-1056968

Name of Contact Person:

Matt Felice

Phone No. of Contact Person:

315-539-3353

If Bidder is a Corporation:

Jeff Sessler 180 Route 96, Waterloo, NY 13165

Presidents Name and Address

LaVerne Sessler 14 Thayer Woods Dr, Fairport, NY 144501

Vice Presidents Name and Address

Brian Sessler 3784 Kime Beach Road, Geneva, NY 14456; Kevin Sessler 5420 E. Lake Road, Romulus, NY 14541

Nick Sessler 831 Victor Road, Macedon, NY 14502

Other Officer's Name and Address

If Bidder is a Partnership:

Partners Name and Address

Partners Name and Address

If Bidder is a Sole Proprietorship

Owners Name and Address

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

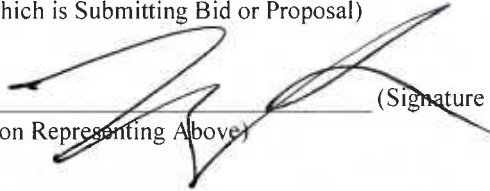
BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

L.M. Sessler Excavating & Wrecking, Inc.

Date 5/5/2025

(Legal name of Person, Corporation, or Firm which is Submitting Bid or Proposal)

By:  (Signature of Person Representing Above)

As: Vice President (Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Seneca)

On this 5th day of May, 2025 before me personally came LaVerne Sessler to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at Fairport, NY, and that he/she is the Vice President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.


Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

TAMMY L. GENTNER
Notary Public, State of New York
NO. 01GE6426357
Qualified in Ontario County
Commission Expires 12/06/2025

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Seneca of

LaVerne Sessler being

duly sworn, deposes and says that he now carries or that he has applied for a New York State
Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and
to comply with the provisions thereof.

Signed: _____



Subscribed and sworn to before me this 5th day of May, 2025.



Notary Public

TAMMY L GENTNER
Notary Public, State of New York
NO. 01GE6426357
Qualified in Ontario County
Commission Expires 12/06/2025

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TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW
YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Sabre Demolition Corporation		ADDRESS: 115 Railroad Street Warners, NY 13164
CONTACT: Matt Dixon		
SIGNATURE: 		PHONE: (315) 320-4233
DATE: May 7 th , 2025		EMAIL: mdixon@sabredemolition.com
BID		TOTAL BID AMOUNT
TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET		\$ 1,106,000.00



 ORIGINAL

Bonding Specialists

BID BOND

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

BIDDER *(Name and Address):*

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

SURETY *(Name and Address of Principal Place of Business):*

Great Midwest Insurance Company
800 Gessner Rd., Ste. 600
Houston, TX 77024

OWNER *(Name and Address):*

City Treasurer, City of Rome
198 North Washington Street
Rome, NY 13440

BID

Bid Due Date: May 8, 2025

Description *(Project Name and Include Location):* RFB-2025-006 Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Street

BOND

Bond Number: SDC050825

Date *(Not earlier than Bid due date):* May 8, 2025

Penal sum Five Percent of Bid Amount

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Sabre Demolition Corporation (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Great Midwest Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Corinne E. Yousey

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Brandon Kohutanich, Account Manager Associate

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Corinne E. Yousey, James D. Freyer, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo, Meghan J. Hernandez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of May 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New York

COUNTY OF Onondaga

On the 6th day of May in the year 2025, before me, the undersigned, personally appeared Matthew Dixon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Amy D. Drozda Polmanteer
Notary Public - State of New York
No. 01DR6373305
Qualified in Cayuga County
My Commission Expires 04/09/2026

Amy D. Drozda Polmanteer
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York

COUNTY OF Onondaga

On this 8th day of May in the year 2025 before me personally came Corinne E. Yousey to me known, who, being by me duly sworn, did depose and say that (s) he is the Attorney-in-Fact of the Great Midwest Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that signed his/her name thereto by like order.

Meghan J. Hernandez
Notary Public, State of New York
Reg. No. 01HE0025087
Qualified in Onondaga County
Commission Expires May 22, 2028

Meg J. Hernandez
Notary Public

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2024
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments		Loss and Loss Expense Reserves	\$ 135,359
Bonds	248,659	Unearned Premium	67,488
Common Stocks	520,407	Ceded Reinsurance Premium	31,846
Mortgage Loans	10,615	Amounts withheld by company for account of others	3,843
Other Invested Assets	142,700	Other Liabilities	79,800
Total Cash & Invested Assets	922,381	Total Liabilities	318,336
Other Assets:		Capital and Surplus:	
Premium Receivables	41,559	Common Stock	4,550
Reinsurance Recoverable	25,299	Gross Paid In & Contributed Capital	677,677
Tax Assets	10,420	Unassigned Funds (Surplus)	28,348
Other Assets	29,252		
Total Other Assets		Total Capital and Surplus	710,575
Total Assets	\$ 1,028,911	Total Liabilities, Capital & Surplus	\$ 1,028,911

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2024.

Signature

Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 12th day of March 2025.

STATE OF TEXAS
COUNTY OF HARRIS

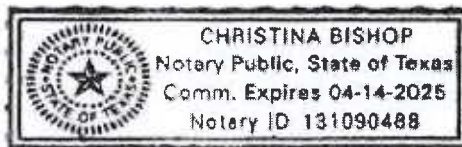
On this 12th day of March 2025, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature

Christina Bishop
Signature of Notary Public



BD-3

BID SUMMARY FORM

STREET

City of Rome New York, herein called the Owner, for the for the Demolition of the Former Saint Mary's Church located at 208 West Liberty Street , Rome, New York (Site).

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the Site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for this information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis of or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or

acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurfaced) actually encountered

BID FORM

1

TORNADO DAMGED
STRUCTURES 425
ERIE BOULEVARD
AND 328 RIDGE
STREET

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the General Conditions under the heading "Commencement and Prosecution of the Work", Article 7. Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the General Conditions under the heading "Table 108-1 Schedule of Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

Summary of Project:

The proposed project is the demolition, removal and disposal of the former Saint Mary's Church, which has been condemned and contains asbestos-containing material. The former church is approximately 10,350 square feet; there is only one plan view drawing of the building that is available. The structure and bituminous concrete is to be demolished in accordance with the Contract Drawings. The structure, including the foundation shall be removed as asbestos-contaminated debris as an asbestos project. Asbestos-contaminated debris will be transported to the Oneida-Herkimer Solid Waste Authority in the Town of Ava, New York. Tipping fees for asbestos-contaminated debris will be paid by the City of Rome, and are to be excluded from the bid. The intent is to remove and dispose of the bituminous concrete as non-asbestos contaminated debris after the asbestos project is completed. Materials such as steel that can be segregated and decontaminated may be segregated and recycled. Water is available through permit from the City of Rome; electric is not available. Following demolition activities, the entire area shall be backfilled with suitable material and compacted per specification details. The area that remains is potentially intended to be used a public parking lot.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE
STREET

Bid Table:

Project Specification		
Amount Bid in Words- 425 Erie Boulevard	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Ten Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>10,000 .00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Ten Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>10,000 .00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>One Hundred Sixty Five Thousand One Hundred Fifty Seven Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>165,157 .00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>Eighty Dollars and Zero Cents</u> per Ton number of days to be under asbestos conditions <u>Thirteen working days</u>	2000 Ton	\$ <u>160,000 .00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	300 Cyd's	\$ <u>19,000 .00</u>

SUB-TOTAL 425 Erie Blvd

\$ 364,157.00

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE

Bid Table:

STREET

Project Specification		
Amount Bid in Words- 328 Ridge Street	Estimated Quantity	Bid Amount
General Condition Requirements for Contractor (such cost shall include, but not limited to all work required to meet the General Requirements of the technical specifications.) <u>Fifteen Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>15,000 .00</u>
Environmental Health and Safety (such cost shall include all environmental health and safety services, including that of subcontractors as listed in section 022116 of the technical specifications.) <u>Ten Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>10,000 .00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Four Hundred Two Thousand Ninety Three Hundred Dollars and Zero Cents</u> Lump Sum	Lump Sum	\$ <u>402,093 .00</u>
Removal, Loading and Transport of Asbestos Contaminated Materials (such cost shall reflect labor, tools, equipment and materials). Tipping fees are excluded; they will be paid by the Owner. <u>One Hundred Twenty Three Dollars and Zero Cents</u> per Ton number of days to be under asbestos conditions <u>Twenty Nine Working Days</u>	2250 Ton	\$ <u>276,750 .00</u>
Earthwork (such cost shall reflect labor, tools, and gravel materials associated with backfilling, compacting, and site grading.)	150 Cyd's	\$ <u>18,000 .00</u>
SUB-TOTAL 328 Ridge Street		\$ <u>721,843.00</u>

in the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The cost for all items necessary to complete the scope of work NOT specifically measured for payment in the bid form above shall be included in the Contractor General Conditions line item.

BID FORM

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

LOCATION	Cost of Work	
425 Erie Boulevard SUB-TOTAL	\$ <u>364,157.00</u>	
328 Ridge Street SUB-TOTAL	\$ <u>721,843.00</u>	
FIELD ADJUSTMENT Allowance	\$ <u>20,000.00</u>	
TOTAL	\$ <u>1,106,000.00</u>	

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

List of Subcontractors:

The contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner (as stated in the General Conditions).

Company Name of Subcontractor	Cost of Work	% of Total Bid
TBD: National Fence (Temporary Construction Fence Subcontractor)	\$ 20,000 .00	2%
	\$.00	
	\$.00	
	\$.00	

BID FORM

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TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET

The undersigned hereby certifies under the penalties of perjury 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.

Social Security Number

or Federal Identification Number:

Signature of Individual or Corporate Name:

35-2097467

Sabre Demolition Corporation

Corporate Officer (if applicable)

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

Matt Dixon

(Name)



(President)

By: [Indiana Incorporation]

(Title)

Date: May 6th, 2025

115 Railroad Street

(Business Address)

Warners, NY 13164

(City, State, Zip Code)

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BD-3 TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD – 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Sabre Demolition Corporation

ADDRESS: 115 Railroad Street
Warners, NY 13164

PHONE NUMBER: (315) 320-4233

EMAIL: mdixon@sabredemolition.com

TYPE OF ENTITY: CORPORATION X PARTNERSHIP INDIVIDUAL

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Sabre Demolition Corporation

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):
Matt Dixon

LIST OF OFFICERS: Matt Dixon, sole ownership.

LIST OF DIRECTORS: Matt Dixon, sole ownership.

DATE OF ORGANIZATION: September 21st, 1999

IF A PARTNERSHIP: N/A

PARTNERS: N/A

NAME OF PARTNERSHIP: N/A

DATE OF ORGANIZATION: N/A

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*IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK STATE GENERAL BUSINESS LAW MUST BE ATTACHED.

BD-4 PAGE 1 BD-4 TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Sabre Demolition Corporation

(NAME OF CORPORATION)

“Resolved that Matt Dixon, President
(Person Authorized to Sign) (Title)

of Sabre Demolition Corporation authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: RFB-2025-006 Tornado Damaged
Structures 425 Erie Boulevard and 328 Ridge Street

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Sabre Demolition Corporation

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 6th day of May, 20 25

By:  (Matt Dixon)

Title: President

(SEAL)

This form **must be** completed if the Bidder is a Corporation.

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6 NON-COLLUSIVE BIDDING AND DISBARMENT CERTIFICATIONS

**I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW
CERTIFICATION:**

1. Every Bidder hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

Non-Collusive bidding certification

- 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 organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in the 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 to 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 a bid for the purpose of restricting competition.

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

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph One (a) above.

2. Any bid hereafter made to the state or any public department agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold,

TORNADO DAMGED STRUCTURES 425 ERIE
BOULEVARD AND 328 RIDGE STREET

CITY OF ROME, ONEIDA COUNTY, NEW YORK

where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificates to non-collusion as the act and deed of the corporation.

II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract.

III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:

The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND
328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

		<u>115 Railroad Street</u>
	<i>Street or P.O. Box Number</i>	
		<u>Warners</u>
	<i>City</i>	
<u>NY</u>		<u>13164</u>
<i>State</i>		<i>Zip</i>

Federal Identification No: 35-2097467

Name of Contact Person: Matt Dixon

Phone No. of Contact Person: (315) 320-4233

If Bidder is a Corporation:

Matt Dixon 124 Harbor View Lane, Belleair Bluffs, FL 33770

Presidents Name and Address

See above, Matt Dixon Sole Owner

Vice Presidents Name and Address

See above, Matt Dixon Sole Owner

Other Officer's Name and Address

If Bidder is a Partnership:

N/A

Partners Name and Address

N/A

Partners Name and Address

If Bidder is a Sole Proprietorship

N/A

Owners Name and Address

**TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK**

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139d of State Finance Law, and Section 112(c), Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments. Voluntary exclusions, determinations of ineligibility, indictments, or civil judgments required by 49 CFT Part 29.

Sabre Demolition Corporation
(Legal name of Person, Corporation, or
Firm which is Submitting Bid or Proposal)

Date May 6th, 2025

By: [Signature] (Signature
of Person Representing Above)

As: President (Official
Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this 6th day of May, 20 25 before me personally came Matt Dixon to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at 124 Habor View Lane, Belleair Bluffs, FL 33770, and that he/she is the President of the Corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

[Signature]
Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

(Acknowledge By Partnership)

STATE OF NEW YORK)

Amy D. Drozda Polmanteer
Notary Public - State of New York
No. 01DR6373305
Qualified in Cayuga County
My Commission Expires 04/09/2026

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person described in and who executed the above instrument, who being duly sworn by me, did depose and say that he/she is a partner of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

(Acknowledge By Individual Contractor)

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, and that he/she acknowledge that he/she executed the same.

Notary Public

TORNADO DAMGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7

AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS: County of Onondaga of

Matt Dixon, President of Sabre Demolition Corporation being

duly sworn, deposes and says that he now carries or that he has applied for a New York State Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: MF AP

Subscribed and sworn to before me this 6th day of May, 20 25.

Amy Drozda Polmanteer
Notary Public

Amy D. Drozda Polmanteer
Notary Public - State of New York
No. 01DR6373305
Qualified in Cayuga County
My Commission Expires 04/09/2026

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TORNADO DAMAGED STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET
CITY OF ROME, ONEIDA COUNTY, NEW YORK

**BC-1
BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

STANDARD

- ☒ Completed Bid Form (BD-1)
- ☒ Bid Bond or Certified Bank Check – 5% of total base bid (BD-2)
- ☒ Completed Bid Summary Form (BD-3)
- ☒ Completed Bidder Information Sheet (BD-4)
- ☒ Certified Copy of Resolution of Board of Directors (For Corporations) (BD-5)
- ☒ Completed Non-Collusive Bidding and Disbarment Certifications (BD-6)
- ☒ Completed Affidavit of Worker's Compensation (BD-7)

PROJECT SPECIFIC

Not required per
email with
Joseph Guiliano

- ☐ Completed Certification Under Executive Order No. 16 (BD-8)
- ☐ Completed EO 177 Certification (BD-9)
- ☐ Completed OCSD-1 M/WBE and SDVOB Participation/Equal Employment Opportunity Policy Statement (BD-10)
- ☐ Completed OCSD-2 Staffing Plan (BD-11)
- ☐ Complete and Submit Workforce Utilization Reports (OCSD-3) (BD-12)
- ☐ Completed OCSD-4 MWBE and SDVOB Utilization Plan (BD-13)

The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

STANDARD

- ☐ Proof of Ability to do Work in New York State, or Covenant to Obtain (New York State Department of State) (PB-1)
- ☐ Proof of Insurance (PB-2)
- ☐ Performance Bond (PB-3)
- ☐ Completed Emergency Contact Numbers (PB-4)



CITY OF ROME, ONEIDA COUNTY, NEW YORK

PROJECT SPECIFIC



- ☐ Completed OCSD-5 Waiver Request Form (PB-7)
- ☐ Completed OCSD-6 MWBE and SDVOB Compliance and Payment Report (PB-8)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID DOCUMENTS