

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

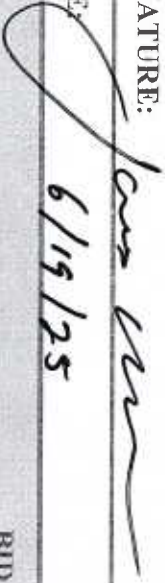
BID TALLY SHEET

BID NUMBER: RFB-2025-011
BID OPENING: 6/19/2025 at 11:00 AM (local time)
BID TITLE: 200 RAILROAD STREET DEMOLITION

Vendor	Amount	Bid Security	Date & Time	Initials
Industry standard USA	372,500.00	bid bond	6/19/25 8:35am	(EP)
Total Wrecking & Environmental	732,786.00	bid bond	6/19/25 9:24am	(EP)
Buckley's Excavating & Landscaping LLC	312,400.81	bid bond	6/19/25@ 9:39am	AC
Gorick Construction 2025	458,000.00	bid bond	6/19/25 @10:13am	(HP)
Cabre Demolition	774,000.00	bid bond	6/19/25 10:23 A	(D)
Brunce Constructing	442,700.00	bid bond	6/19/25 10:24am	(D)
Jackson Demolition	478,995.00	bid bond	6/19/25 10:46am	(HP)

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY:	Bronze Contracting		ADDRESS:	9188 State RT 12	
CONTACT:	James Muha			Remsen NY.	
SIGNATURE:			PHONE:	315 896 5084	
DATE:	6/19/25		EMAIL:	JMuha@Bronzecontracting.com	
BID			TOTAL BID AMOUNT		
200 RAILROAD STREET DEMOLITION General Construction			\$ 442,700		

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

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

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

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

City of Rome
198 N Washington St
Rome, NY 13440

BOND AMOUNT: Five Percent of Contract Amount (5%)

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

200 Railroad St. Demolition

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 **19th** day of **June, 2025**

BRONZE CONTRACTING, LLC.

(Principal)

(Seal)

(Witness)



(Witness)

Becky Reese

(Title)

ENDURANCE ASSURANCE CORPORATION

(Surety)

(Seal)

(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.

AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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

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

Hana Entela

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





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 1st day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

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

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

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

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



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



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



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



ACKNOWLEDGEMENT

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

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



CERTIFICATE

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

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

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

and be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 19th day of June, 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, New York, 198 N. 198 N. Washington St., Rome, NY 13440

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

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

for _____

200 Railroad St. Demolition

(Project)

Bids for which will be received on 06/19/2025
(Bid Opening Date)

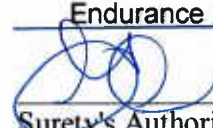
and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

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)
Gary A. Cardinale, Attorney-In-Fact

Attach Power of Attorney

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

END OF SECTION

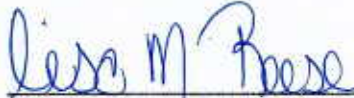
ACKNOWLEDGMENT OF SURETY

STATE OF New York)

) SS.:

COUNTY OF Erie)

On the 19th day of June 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

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

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Aggregate write-ins for special surplus funds	1,292,522
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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)**.

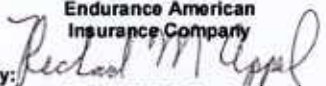
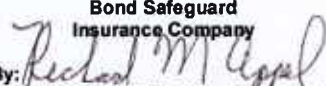
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

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

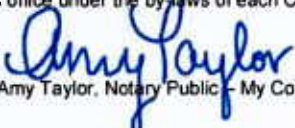
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation By:  Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By:  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, 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,

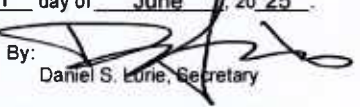
and be it further

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 19th day of June, 20 25.

By:


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

Bid Table:

Project Specification		
Amount Bid in Words	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>fourteen thousand six hundred thirty six</u> Lump Sum	Lump Sum	\$ <u>14,630</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>one thousand one hundred forty eight</u> Lump Sum	Lump Sum	\$ <u>1,148</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>eighty nine thousand four hundred fifty six</u> Lump Sum	Lump Sum	\$ <u>89,456</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>two hundred eighty seven thousand four hundred fifty nine</u> Per Ton	8,000 Ton	\$ <u>287,459</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	\$ <u>50,000.00</u>
Total for Project Work (in words): <u>four hundred forty two thousand seven hundred</u>		\$ <u>442,700</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.

200 RAILROAD ST
ROME, NEW YORK

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	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

200 RAILROAD ST
ROME, NEW YORK

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:

454 223 407


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):

Bronze Contracting
(Name)

9188 State Rt 12 Remsen NY 13457
(Business Address)

By: Estimator
(Title)

(City, State, Zip Code)

Date: 6/25 6/19/25

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.

All documents provided in the Contract Documents are made a condition of the Bid.

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD - 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Bronze contract. ny
ADDRESS: 9168 State Rt. 12
Remsen Ny. 13438
PHONE NUMBER: 315 896 5084
EMAIL: JMaha@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: _____

*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.

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

(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.

200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

9188 State Rte 12
Street or P.O. Box Number
Remsen
City
NY 13438
State Zip

Federal Identification No:

45 4223407

Name of Contact Person:

Joy L Bronson

Phone No. of Contact Person:

315 896 5084

If Bidder is a Corporation: ~~LLC~~

Joy L Bronson 9146 Plank Rd Remsen NY 13438
Presidents Name and Address

Thomas R Bronson 9089 Plank Rd Remsen NY 13438
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

200 RAILROAD ST DEMOLITION
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 6/18/25

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)

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, 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

200 RAILROAD ST DEMOLITION
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 Oneida)

On this 18th day of June, 2025 before me personally
came James Muha 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.

Lynn Abbott
Notary Public

Lynn Abbott
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB0014587
Qualified in Herkimer County
Commission Expires October 21, 2027

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

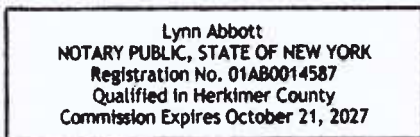
County of Oneida

of Bronze Contracting LLC 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 18th day of June, 2025.

[Signature]
Notary Public



RFB-2025-011
CONTRACT DOCUMENTS
for the
200 RAILROAD STREET DEMOLITION
City of Rome, Oneida County, New York



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

May 22, 2025

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Buckleys Excavating & Landscaping LLC		ADDRESS:
CONTACT: Daniel Buckley		152 State HWY 12b Sherburne, NY 13460
SIGNATURE: 		PHONE: (607) 674-6192
DATE: 06/18/2025		EMAIL: james@buckleys-excavating.com
BID		TOTAL BID AMOUNT
200 RAILROAD STREET DEMOLITION General Construction		\$312,400.81

Bid Table:

Project Specification		
Amount Bid in Words	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 Nine Thousand Seven Hundred Seventy One Dollars and Fifty Three Cents _____ Lump Sum	Lump Sum	<u>\$29,771.53</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.) Five Thousand Three Hundred Fifty Three Dollars and Twenty Seven Cents _____ Lump Sum	Lump Sum	<u>\$5,353.27</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) Eighty Nine Thousand Thirty Six Dollars and One Cent _____ Lump Sum	Lump Sum	<u>\$89,036.01</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. Seventeen Dollars and Twenty Eight Cents _____ Per Ton	8,000 Ton	<u>\$138,240.00</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
Total for Project Work (in words): Three Hundred Twelve Thousand, Four Hundred Dollars and Eighty One Cents _____		<u>\$ 312,400.81</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.

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
None	\$ 0	0
	\$	
	\$	
	\$	

200 RAILROAD ST
ROME, NEW YORK

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:

82-3855281

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):

Buckley's Excavating & Landscaping LLC

(Name)

152 State HWY 12b

(Business Address)

By: President

(Title)

Sherburne, NY 13460

(City, State, Zip Code)

Date: 06/18/2025

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.

All documents provided in the Contract Documents are made a condition of the Bid.

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD – 4
BIDDER INFORMATION SHEET

NAME OF BIDDER*: Buckley's Excavating & Landscaping LLC
ADDRESS: 152 State HWY 12b
Sherburne, NY 13460
PHONE NUMBER: (607) 674-6192
EMAIL: james@buckleys-excavating.com
TYPE OF ENTITY: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

IF A NON-PUBLICLY OWNED CORPORATION

NAME OF CORPORATION: Buckley's Excavating & Landscaping LLC

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

LIST OF OFFICERS: Daniel Buckley - President

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: 01/01/2018

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

*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.

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Buckley's Excavating & Landscaping LLC

(NAME OF CORPORATION)

"Resolved that Daniel Buckley, President

(Person Authorized to Sign)

(Title)

Buckley's Excavating & Landscaping LLC

of

authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project: 200 Railroad St Demolition

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:

Buckley's Excavating & Landscaping LLC

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 18 day of June, 20 2025

By: Daniel Buckley



Title: President

(SEAL)

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

200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 152 State HWY 12b
Street or P.O. Box Number
Sherburne
City
New York 13460
State *Zip*

Federal Identification No: 82-3855281
Name of Contact Person: James Barker
Phone No. of Contact Person: (607) 888-0576

If Bidder is a Corporation:

Daniel Buckley 152 State HWY 12b Sherburne, NY 13460
Presidents Name and Address

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

200 RAILROAD ST DEMOLITION
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.

Buckley's Excavating & Landscaping LLC

Date 06/18/2025

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

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 Broome

On this 18th day of June, 2025 before me personally came Daniel Buckley 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 Sherburne 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



200 RAILROAD ST DEMOLITION
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

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

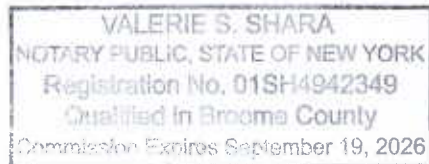
County of Chenango

of Daniel Buckley 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 18th day of June, 2025.


Notary Public





Bid Bond

CONTRACTOR:

(Name, legal status and address)

Buckley's Excavating & Landscaping LLC

152 State Hwy 12B
Sherburne, NY 13460

OWNER:

(Name, legal status and address)

City of Rome

City Hall, 2nd Floor, 198 North Washington S
Rome, NY 13440

SURETY:

(Name, legal status and principal place of business)

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

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

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

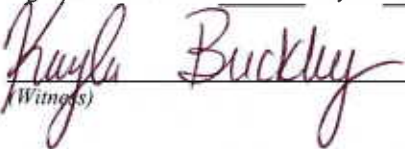
200 Railroad Street Demolition

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.

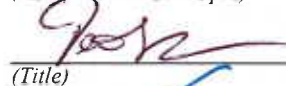
Signed and sealed this 17th day of June, 2025


(Witness)

Buckley's Excavating & Landscaping LLC

(Contractor as Principal)

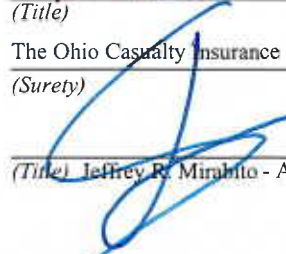
(Seal)


(Title)

The Ohio Casualty Insurance Company

(Surety)


(Witness)


(Title) Jeffrey R. Mirabito - Attorney in Fact



BID-0031114

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310-2010 Edition Bid Bond**.

Individual Acknowledgement

State of New York
County of Broome

On this 18th day of June, 20 25, before me personally came

Daniel Buckley
to me known and known to me to be the individual(s) who executed the foregoing instrument, and acknowledged that he executed same.



Valerie S. Shara
My commission expires 9/19/2026 Notary Public

Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20 _____, before me personally came _____ a member of the co-partnership of _____

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 the same as and for the act and deed of the said co-partnership.

My commission expires _____ Notary Public

Corporate Acknowledgement

State of _____
County of _____

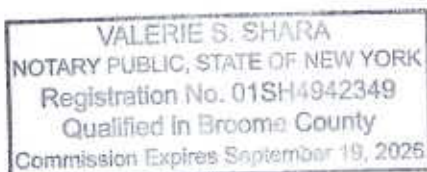
On this __ day of _____, 20 _____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____ that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order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

My commission expires _____ Notary Public

Surety Acknowledgement

State of New York
County of Broome

On this 17th day of June, 20 25, before me personally came Jeffrey R. Mirabito to me known, who being by me duly sworn, did depose and say that he resides in Vestal, NY that he is the Attorney In Fact of 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.



Valerie S. Shara
My commission expires 9/19/2026 Notary Public



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Buckley's Excavating & Landscaping LLC

Agency Name: Mirabito-Gresham Insurance & Bonds Agency, LLC

Bond Number: BID-0031114

Obligee: City of Rome

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Jeffrey R. Mirabito** in the city and state of **Vestal, 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 Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 17th day of June, 2025.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of June, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty 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 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, 2029
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-law and Authorizations of The Ohio Casualty Insurance Company, which is 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 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.

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 or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond 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, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this 17th day of June, 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, 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

200 RAILROAD STREET DEMOLITION
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)

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)

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

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.

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Gorick Construction Co., Inc.		ADDRESS: 27 Track Drive Binghamton, NY 13904
CONTACT: Alfred Gorick Jr		
SIGNATURE:		PHONE: 607-775-1765
DATE: 6/19/2025		EMAIL: al@gorickconstruction.com
BID		TOTAL BID AMOUNT
200 RAILROAD STREET DEMOLITION General Construction		\$ <u>458000</u> ⁰⁰

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: **19 JUNE 2025**

Description (Project Name and Include Location): **RFB-2025-011: 200 Railroad Street Demolition**
City of Rome, Oneida County, New York

BOND

Bond Number: **Unassigned - Bid Bond**

Date (Not earlier than Bid due date): **19 JUNE 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

Gorick Construction Co., Inc.

(Seal) **Liberty Mutual Insurance Company** (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Trevor A. Moyer

Print Name

Lisa D. Kaylor

Print Name

Vice President

Title

Attorney In Fact

Title

Attest:

Signature **Brenda J. Ferri**

Attest:

Signature **Brenda J. Ferri**

Witness

Title

Witness

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.

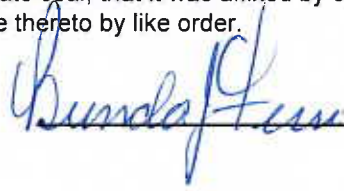
Acknowledgement

Principal Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Broome }

On this 12TH day of JUNE, 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



Notary Public

Surety Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Broome }

On this 12TH day of JUNE, 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



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 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 12TH day of JUNE, 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

BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD 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

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.

Summary of Project:

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, 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. 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.

Bid Table:

Project Specification		
Amount Bid in Words	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	\$ <u>10 000</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.) _____ Lump Sum	Lump Sum	\$ <u>6 000</u> 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	\$ <u>216 000</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>Twenty Two Dollars</u> Per Ton	8,000 Ton	\$ <u>176 000</u> ⁰⁰
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	\$ <u>50,000.00</u>
Total for Project Work (in words): <u>Four Hundred Fifty Eight Thousand Dollars</u>		\$ <u>458 000</u> 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.

200 RAILROAD ST
ROME, NEW YORK

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
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

200 RAILROAD ST
ROME, NEW YORK

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:

16-0916992

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):

Alfred Gorick Jr
(Name)

27 Track Drive
(Business Address)

By: President
(Title)

Binghamton, NY 13904
(City, State, Zip Code)

Date: 6/19/25

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.

All documents provided in the Contract Documents are made a condition of the Bid.

200 RAILROAD ST DEMOLITION
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: al@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:

*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.

200 RAILROAD ST DEMOLITION
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 Alfred Gorick Jr, 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: 200 Railroad St Demolition

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:

Title:

Kristi J. Bruck
CORPORATE SECRETARY

(SEAL)

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

200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
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 13904
State *Zip*

Federal Identification No: 16-0916992
Name of Contact Person: Alfred Gorick Jr
Phone No. of Contact Person: 607-775-1765

If Bidder is a Corporation:

Alfred Gorick Jr - 3 Valley View Ct Binghamton NY13904
Presidents Name and Address
Trevor Moyer - 3281 Route 467, Rome 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

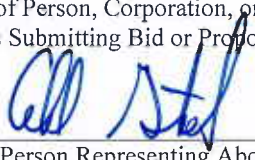
200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

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

Date 6/19/25

By: 
(Signature of Person Representing Above)

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

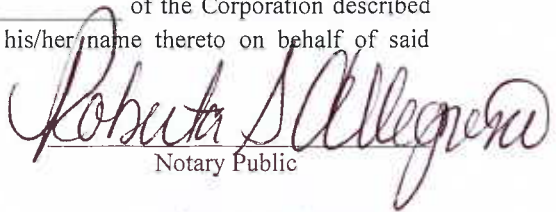
(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Broome)

On this 19 day of June, 2025 before me personally came Alfred Gorick Jr 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 3 Valley View Ct, Binghamton 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.


Notary Public

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

200 RAILROAD ST DEMOLITION
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

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

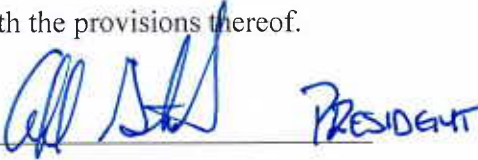
BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

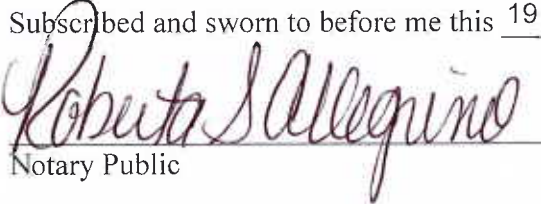
SS:

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:  President

Subscribed and sworn to before me this 19 day of June, 2025.


Notary Public

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

200 RAILROAD STREET DEMOLITION
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	
SIGNATURE: 	PHONE: 315-436-8654 Ext. 5
DATE: 6/19/2025	EMAIL: Chris@IndustryStandardUSA.com
BID	
TOTAL BID AMOUNT	
200 RAILROAD STREET DEMOLITION General Construction \$ 372,500.00	

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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):

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: June 19, 2025

Description (Project Name— Include Location): RFB-2025-011 200 Railroad Street Demolition Project

BOND

200 Railroad Street, Rome, New York 13440

Bond Number: N/A

Date: June 17, 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

Industry Standard USA, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Christopher Dambach

Print Name

President

Title

Attest:

Signature

Title Witness

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Thomas E. Costello

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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 the 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 the 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.

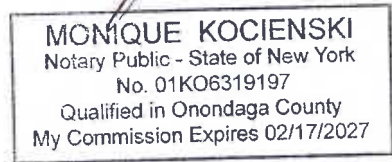
Acknowledgement

Principal Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Onondaga }

On this 17th day of June, 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.


Notary Public



Surety Acknowledgment

STATE OF New York }
 } ss
COUNTY OF Onondaga }

On this 17th day of June, 2025 before me personally came Thomas E. Costello
to me known to be the person by me duly sworn, did depose and say, that he/she resides Auburn, 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



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

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 17th day of June 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

ASSETS	
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

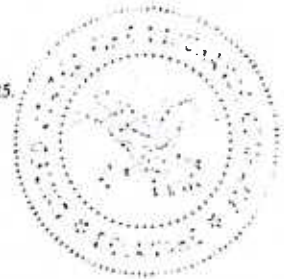
LIABILITIES, SURPLUS & OTHER FUNDS

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



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BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD 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

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.

Summary of Project:

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, 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. 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.

Bid Table:

Project Specification		
Amount Bid in Words	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>Seven Thousand Five Hundred Dollars</u> Lump Sum	Lump Sum	<u>\$ 7,500.00</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>One Hundred Thousand Dollars</u> Lump Sum	Lump Sum	<u>\$ 100,000.00</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>Twenty- Five Dollars</u> Per Ton	8,000 Ton	<u>\$ 200,000.00</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
Total for Project Work (in words):		
<u>Three Hundred Seventy Two Thousand Five Hundred Dollars</u>	<u>\$ 372,500.00</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.

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.

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
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

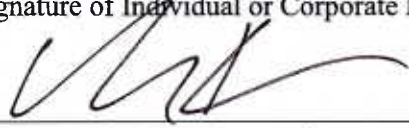
200 RAILROAD ST
ROME, NEW YORK

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)

Liverpool, New York 13090
(City, State, Zip Code)

Date: 6/19/2025

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.

All documents provided in the Contract Documents are made a condition of the Bid.

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200 RAILROAD ST DEMOLITION
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):

LIST OF OFFICERS: Christopher Dambach | President

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: 1/1/2015

IF A PARTNERSHIP: _____

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

*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.

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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200 RAILROAD ST DEMOLITION
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: 200 RAILROAD ST DEMOLITION 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 19th day of June, 20 25

By: 

Title: President

(SEAL)

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

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200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 7842 Goguen Drive
Street or P.O. Box Number
Liverpool
City
New York 13090
State *Zip*

Federal Identification No: 27-1776823
Name of Contact Person: Christopher Dambach | President
Phone No. of Contact Person: 315-436-8654 Ext. 5

If Bidder is a Corporation:

Christopher Dambach | President, 7842 Goguen Drive, Liverpool NY 13090
Presidents Name and Address

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

200 RAILROAD ST DEMOLITION
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

Date 6/19/2025

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

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 19 day of June, 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

200 RAILROAD ST DEMOLITION
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

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200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

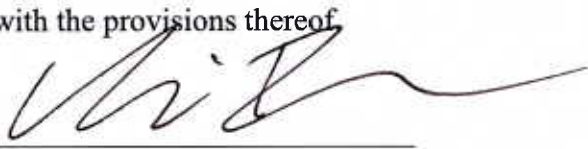
BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

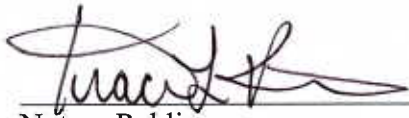
SS:

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: 

Subscribed and sworn to before me this 19 day of June, 20 25.


Notary Public





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 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:	FAX (A/C, No): 315 457-7902 NAIC # 15032 35289 20478 70815
INSURED Industry Standard USA LLC 7842 Goguen Drive Liverpool NY 13090	INDST	

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 ☒ PRO-JECT ☐ 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 ☒ HIRED AUTOS ☒ HNO Physical SCHEDULED AUTOS NON-OWNED AUTOS 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 EXCESS LIAB 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	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	☒ NYS Disability Leased/Rented Equipment			LN635286 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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**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 Morrisseau
(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.

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Project Specific

POST BID DOCUMENTS

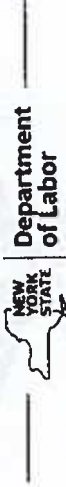
Standard

**PB-1 Provide
Proof of Ability to do work
in New York State**

or

Covenant to Obtain

WE ARE YOUR DOL



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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

INDUSTRY STANDARD USA, LLC

7842 Goguen Drive

Liverpool, New York 13090

Phone Number: 3154368654

Registration Number: 24-636OV-CR

Date of Issue: 2024-12-10

Expiration Date: 2026-12-29

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

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor



**PB-2 Provide
Proof of Insurance**



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		NAIC #
		INSURER A: Valley Forge Ins Co		15032
		INSURER B: Continental Insurance Company		35289
		INSURER C: National Fire Insurance Co of Hartford		20478
		INSURER D: HARTFORD LIFE & ACCIDENT INS CO		70815
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 ☒ PRO-JECT ☐ 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/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	☒ NYS Disability Leased/Rented Equipment			LNy635286 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

200 RAILROAD STREET DEMOLITION
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)

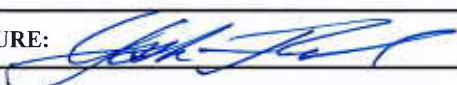
The following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

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)

200 RAILROAD STREET DEMOLITION
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: 6/19/2025	EMAIL: info@jacksondemolition.com	
BID		TOTAL BID AMOUNT
200 RAILROAD STREET DEMOLITION General Construction		\$478,995 ⁰⁰

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: June 19th, 2025

Description (Project Name and Include Location): RFB-2025-011
200 Railroad Street Demolition Project

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): June 19th, 2025

Penal sum Five Percent of Bid

(Words)

X 5% of Bid

(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

OSHA FREDERICK

Print Name

VICE PRESIDENT

Title

Attest:

Signature

SR. PROJECT ADMINISTRATOR

Title

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

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

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.

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 19 day of June, 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 72 McLean & Bullston 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.

Katie M. Ippolito
KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 011P6343514
Qualified in Fulton County
Commission Expires June 13, 2028

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 19th day of June, 2025 before me personally appeared

Jaclyn 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.

Kimberly S. Sylvester
KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2027

Kimberly S. Sylvester
Notary Public

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.

Witness my hand and seal of the Company, this 19th day of June, 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>
<u>Total Admitted Assets</u>	\$	<u>32,013,737</u>

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

BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD 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

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.

Summary of Project:

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, 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. 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.

Bid Table:

Project Specification		
Amount Bid in Words	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-Eight Thousand, Eight Hundred and Fifty-Six Dollars _____ Lump Sum	Lump Sum	<u>\$ 28,856.00</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.) Thirty-Three Thousand, Seven Hundred and Twenty-Three Dollars _____ Lump Sum	Lump Sum	<u>\$33,723.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) Forty-Three Thousand, One Hundred and Eighty-Seven Dollars _____ Lump Sum	Lump Sum	<u>\$43,187.00</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. \$40.40 _____ Per Ton	8,000 Ton	<u>\$ 323,229.00</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
Total for Project Work (in words): Four Hundred and Seventy-Eight Thousand, Nine Hundred and Ninety-Five Dollars _____		<u>\$ 478,995.00</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.

200 RAILROAD ST
ROME, NEW YORK

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>\$178,000.00</u>	37%
	\$ _____	
	\$ _____	
	\$ _____	

200 RAILROAD ST
ROME, NEW YORK

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:

14-1604593

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):

Jackson Demolition Service, Inc.
(Name)

397 Anthony Street
(Business Address)

By: Joshua Frederick, VP
(Title)

Schenectady, New York 12308
(City, State, Zip Code)

Date: 6/19/2025

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.

All documents provided in the Contract Documents are made a condition of the Bid.

200 RAILROAD ST DEMOLITION
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:

*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.

200 RAILROAD ST DEMOLITION
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: RFB-2025-011 200 Railroad Street Demolition 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:

Jackson Demolition Service, Inc.
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 4th day of January, 2025

By: [Signature]

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.

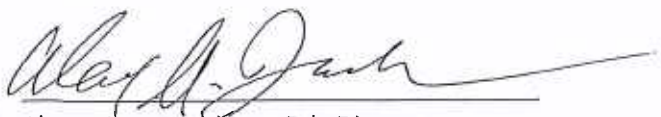
All acts taken on behalf of the Corporation by the Corporation's Officers since the last Meeting of the Board of Directors are hereby ratifies and approved.

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

200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 397 Anthony Street
Street or P.O. Box Number
Schenectady
City
New York 12308
State *Zip*

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

200 RAILROAD ST DEMOLITION
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.
(Legal name of Person, Corporation, or
Firm which is Submitting Bid or Proposal)

Date 6/19/2025

By: 
(Signature of Person Representing Above)

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

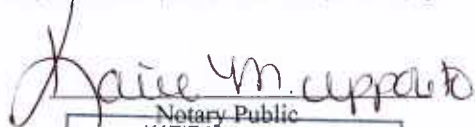
(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Schenectady

On this 19 day of June, 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 72 McKean St. Ballston 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.


Notary Public
KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IP6343514
Qualified in Fulton County
Commission Expires June 13, 2028

200 RAILROAD ST DEMOLITION
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

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

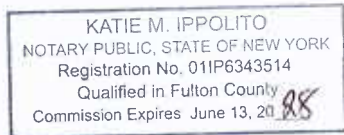
County of Schenectady

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 19 day of June, 2025.


Notary Public



200 RAILROAD STREET DEMOLITION
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)

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)

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

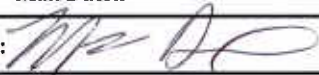
BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID DOCUMENTS

Standard

200 RAILROAD STREET DEMOLITION
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: June 19th, 2025	EMAIL: mdixon@sabredemolition.com	
BID		TOTAL BID AMOUNT
200 RAILROAD STREET DEMOLITION General Construction		774,000.00 \$ _____

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 **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: June 19, 2025

Description (Project Name and Include Location): RFB-2025-011 200 Railroad Street Demolition Project

BOND

Bond Number: SDC061925

Date (Not earlier than Bid due date): June 19, 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)

Print Name

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Ramon Dunlop, Account Manager

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.

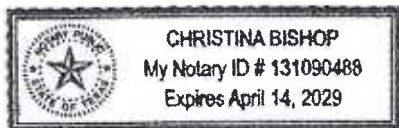


GREAT MIDWEST INSURANCE COMPANY

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 19th Day of June 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 Onondago

On the 19th day of June 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 19th day of June in the year 2025 before me personally came Meghan J. Hernandez 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.

Corinne E. Yousey
Notary Public

Corinne E. Yousey
Notary Public, State of New York
No. 01YO6149825
Qualified in Onondaga County
My Commission Expires July 17, 2026

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
Commons 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

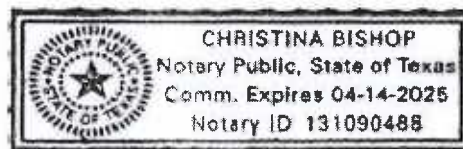
On this 12th day of March 2025, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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



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BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD 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

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.

Summary of Project:

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, 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. 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.

Bid Table:

Project Specification		
Amount Bid in Words	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>Seventy Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	<u>\$ 70,000.00</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>Twenty Five Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	<u>\$ 25,000.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Three Hundred Forty Nine Thousand Dollars and Zero Cents</u> Lump Sum	Lump Sum	<u>\$ 349,000.00</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>Two Hundred Eighty Thousand Dollars and Zero Cents</u> Per Ton	8,000 Ton	<u>\$ 280,000.00</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
Total for Project Work (in words): <u>Seven Hundred Seventy Four Thousand Dollars and Zero Cents</u>	\$ 774,000.00	

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.

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)	\$ <u>12,000.00</u>	1.56
	\$ _____	
	\$ _____	
	\$ _____	

200 RAILROAD ST
ROME, NEW YORK

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:

35-2097467

Signature of Individual or Corporate Name:

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)

115 Railroad Street

(Business Address)

By: Indiana Corporation
(Title)

Warners, NY 13164

(City, State, Zip Code)

Date: June 17th, 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.

All documents provided in the Contract Documents are made a condition of the Bid.

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200 RAILROAD ST DEMOLITION
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 ☒ 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

*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.

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200 RAILROAD ST DEMOLITION
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-2025-011) 200 Railroad Street Demolition 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:

Sabre Demolition Corporation

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 19th day of June, 20 25

By:  (Matt Dixon)

Title: President

(SEAL)

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



ARTICLES OF INCORPORATION

State Form 4159 (R10 / 8-95)

Approved by State Board of Accounts 1995

1999 09/15
SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E015
Indianapolis, IN 46204
Telephone: (317) 232-6576

APPROVED
RECEIVED
CORPORATIONS DIVISION
SEP 15 1999
4:57
SUE ANNE GILROY

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.
Present original and two (2) copies to address in upper right corner of this form.
Please TYPE or PRINT.
Upon completion of filing, the Secretary of State will issue a receipt.

Indiana Code 23-1-21-2
FILING FEE: \$90.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a corporation (hereinafter referred to as "Corporation") pursuant to the provisions of:

☒ Indiana Business Corporation Law

☐ Indiana Professional Corporation Act 1983, Indiana Code 23-1.5-1-1, et seq. (Professional corporations must include Certificate of Registration.)

As amended, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of Corporation (the name must include the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation thereof.)

Sabre Demolition Corporation

Principal Office: The address of the principal office of the Corporation is:

Post office address

137 South Production Drive

City

Avon

State

IN.

ZIP code

46168

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Mr. Jeff Hart

Address of Registered Office (street or building)

137 South Production Drive

City

Avon

Indiana

ZIP code

46168

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 10,000

If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE IV - INCORPORATORS (the name(s) and address(es) of the incorporators of the corporation)

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Jeff Hart	137 S. Production Dr.	Avon	IN.	46168

In Witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true,

this 17 day of September, 19 99

Signature

Jeff Hart

Printed name

Jeff Hart

Signature

Printed name

Signature

Printed name

This instrument was prepared by: (name)

J. David Young, Attorney at Law

Address (number, street, city and state)

9000 Keystone Crossing #730, Indianapolis IN.

ZIP code

46240



**NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT (ALL ENTITIES)**

State Form 26276 (R7 / 1-03)

APPROVED
AND

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E610
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-24-2 (for-profit corporation)
Indiana Code 23-17-6-2 (non-profit corporation)
NO FILING FEE

Name of entity Sabre Demolition Corporation	SECRETARY OF STATE Date of incorporation / organization / admission Sept. 21, 1999
Current registered office address (number and street, city, state, ZIP code) 137 South Production Drive AVON, IN 46168	
New registered office address (number and street, city, state, ZIP code)	

Current registered agent (type or print name) Jeff Hart
New registered agent (type or print name) Matt Dixon

STATEMENTS BY REGISTERED AGENT OR ENTITY

This statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The registered agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

IN WITNESS WHEREOF, the undersigned executes this notice and verifies, subject to the penalties of perjury, that the statements contained herein are true, this January day of January, 20 06.

Signature Matt Dixon	Title President
------------------------------------	---------------------------

AUTHORIZING RESOLUTION
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF SABRE DEMOLITION
CORPORATION

The undersigned, being all of the directors of SABRE DEMOLITION CORPORATION (hereinafter, the "Corporation"), an Indiana corporation, hereby take the following action by written consent in lieu of a special meeting of the Board of Directors, pursuant to Section 23-1-34 of the Indiana Code:

WHEREAS, former directors and officers of the Corporation Jeff Hart and Darren Stanley (Hart and Stanley are collectively referred to as the "Sellers") sold the entirety of their stock in the Corporation to current directors Matthew Dixon and Steve Dixon, pursuant to that certain Stock Sale-Purchase Agreement dated December 31, 2005 (the "Stock Sale Agreement"); and

WHEREAS, pursuant to Section 5(d) of the Stock Sale Agreement, the Sellers tendered their written resignations as officers and directors of the Corporation effective as of the date of the Stock Sale Agreement, leaving Matthew Dixon and Steve Dixon as the sole remaining officers and directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation desires to appoint new officers of the Corporation, with Matthew Dixon serving as President, Steve Dixon as Vice President, and Debbie Wideman as Controller; and it is further

RESOLVED, that Matthew Dixon, in his capacity as President of the Corporation, and Steve Dixon in his capacity as Vice President of the Corporation, are hereby authorized, in the name and on behalf of the Corporation to execute and deliver any and all agreements, certificates, instruments and documents, and to do any and all acts and things, in accordance with the Bylaws of the Corporation, and to pay such expenses, as they, or either of them, deem necessary or advisable to conduct the business of the Corporation; and it is further

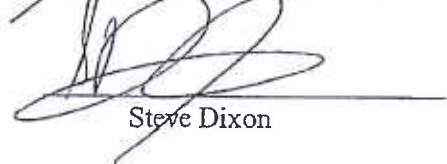
RESOLVED, that Debbie Wideman, in her capacity as Controller, is hereby authorized to take such action as the Board of Directors, the President and Vice President of the Corporation authorize from time to time in furthering the interests of the Corporation; and it is further

RESOLVED, that the foregoing Resolutions shall be binding on the Corporation.

This written consent may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of this 28 day of September, 2007.


Matthew Dixon


Steve Dixon

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200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 115 Railroad Street
Street or P.O. Box Number
Warners
City
NY 13164
State *Zip*

Federal Identification No: 35-2097467
Name of Contact Person: Matt Dixon
Phone No. of Contact Person: (314) 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

200 RAILROAD ST DEMOLITION
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

Date June 19th, 2025

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

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 19th day of June, 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 Harbor 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.

Amy D. Drozda Polmanteer
Notary Public - State of New York
No. 01DR6373305
Qualified In Cayuga County
My Commission Expires 04/09/2026

[Signature]
Notary Public

200 RAILROAD ST DEMOLITION
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

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200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

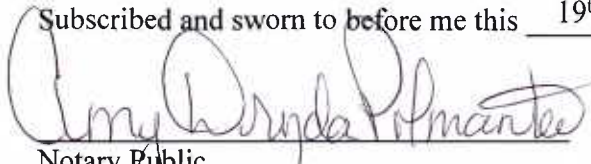
SS:

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: 

Subscribed and sworn to before me this 19th day of June, 20 25.


Notary Public

Amy D. Drozda Polmanteer
Notary Public - State of New York
No. 01DR6373305
Qualified in Cayuga County
My Commission Expires 04/09/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2025

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 have ADDITIONAL INSURED provisions or 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 Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221		CONTACT NAME: Robert Howe PHONE (A/C, No, Ext): 315-451-1500 FAX (A/C, No): 315-703-7666 E-MAIL ADDRESS: certificates@haylor.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Great Divide Insurance Co	25224
		INSURER B : Navigators Insurance Company	42307
		INSURER C : ShelterPoint Life Insurance Company	81434
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1047857846**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 ☒ 10,000 Ded ☒ Pollution/Profes GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ECP200793022	2/23/2025	2/23/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP2029866	8/20/2024	8/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	FFX200793924 RK25EXC863888 V	2/23/2025 2/23/2025	2/23/2026 2/23/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	☒ 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	WCA200793222	2/23/2025	2/23/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	NYS Disability			D586256	2/23/2025	2/23/2026	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Excess Liability Limits Navigators \$10,000,000 per occurrence, \$10,000,000 aggregate; Great Divide. \$5,000,000 per occurrence, \$5,000,000 aggregate.

Forms Enclosed:

ECP 1246 (01/21) Additional Insured - Ongoing Operations - Coverage A, D.1 & D.4

ECP 1248 (01/21) Additional Insured - Owners, Lessees or Contractors Automatic Status- Coverage A, D.1 & D.4

ECP 1238 (01/21) Additional Insured - Lessor of Leased Equipment Scheduled- Coverage A, B, D.1 & D.4

ECP 1245 (01/21) Additional Insured - State or Government Agency- Coverage A, B, D.1 & D.4

ECP 1240 (01/21) Additional Insured Managers or Lessors of Premises- Coverage A & B

ECP 1260 (01/21) Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

City Of Rome
City Hall
198 North Washington St.
Rome NY 13440

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Sabre Demolition Corp. Gerts Trucking Inc. 115 Railroad Street Warners NY 13164	
POLICY NUMBER:			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

BSUM CA 06NY (01/19) Business Auto-Additional Insured When Required by Contract or Agreement
CA 04 49 (11/16) Primary and Noncontributory - Other Insurance Condition
CA 0444 (10/13) Waiver of Transfer of Rights of Recovery Against Others To Us (waiver of subrogation)
NAV-EXC-348A (01/11) Amendment of Conditions Other Insurance Primary and Non-Contributory
NAV-ECD-6012 (01/11) Waiver of Subrogation
WC 000313 (04/84) Waiver of Our Right From Others Endorsement
WC 040306 (04/84) Waiver of Our Right to Recover from Others Endorsement - California
WC 420304B (06/14) Texas Waiver of Our Right to Recover from Others Endorsement

General Liability Etc Coverages Include Explosion, Collapse & Underground Hazards

Bid Certificate-200 Railroad Street Demolition Project

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of 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; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI.** This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT
SCHEDULED – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Where required by written contract.
---	-------------------------------------

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of such leased equipment.
- However:
1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
 2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
 3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.
- II. With respect to the insurance afforded to these additional **insureds**:
1. Their status as an additional **insured** ends when their contract or agreement with you for such leased equipment ends; and
 2. This insurance does not apply to any **occurrence** which takes place after the equipment lease expires; and
 3. The coverage provided by this endorsement shall not apply to **claim** or **suit** based upon or arising from an actual or alleged act, error or omission in the performance of professional services of the person(s) or organization(s) shown in the **SCHEDULE** above.
- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:
- Primary And Noncontributory Insurance**
- This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:
1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of the equipment leased to you by such person(s) or organization(s), which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

State or Governmental Agency Or Subdivision Or Political Subdivision:	Where required by contract or written agreement
--	---

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** any state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such state or governmental agency or subdivision or political subdivision be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. Such contract or agreement must be executed and in effect prior to your operations which are the subject of the permit or authorization.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
 2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
 3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.
- II. This insurance does not apply to:
1. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
 2. **Bodily injury or property damage** included within the **products-completed operations hazard**.
- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to any additional **insured** state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE** to this endorsement provided that:

1. The additional **insured** state or governmental agency or subdivision or political subdivision is a **Named Insured**

under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** state or governmental agency or subdivision or political subdivision. Such contract or agreement must be executed and in effect prior to the performance of your operations, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the state or governmental agency or subdivision or political subdivision included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES – COVERAGE A & B**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Designation Of Premises (Part Leased To You):	Name Of Person(s) Or Organization(s) (Additional Insured):
Where required by contract or written agreement.	Where required by contract or written agreement.

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the **SCHEDULE**. Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises. With respect to the insurance afforded to such additional **insured** the following additional exclusions apply:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the **SCHEDULE**.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- III. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793022	02/23/2025	02/23/2026	02/23/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the coverage and/or limits of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sabre Demolition Corp

Endorsement Effective Date: 08/20/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A.** Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
9. This insurance is excess over any other insurance available to the insured except:
- a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B.** When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
- 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE
EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK
INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND
RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK
INSURANCE LAW AND REGULATIONS.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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 as required in writing by contract or agreement prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 04 84

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization as required in writing by contract or agreement prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective
02/23/2025

Policy No.
WCA200793222

Endorsement No.

Insured
Sabre Demolition Corp
Insurance Company:

Premium

Countersigned
by

Great Divide Insurance Company

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

☒ Blanket Waiver - Any person or organization as required in writing by contract or agreement prior to loss.
2. Operations:
"All Texas Operations"
3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:
\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
02/23/2025	WCA200793222	
Insured		Premium
Sabre Demolition Corp		
Insurance Company:	Countersigned by	
Great Divide Insurance Company		

200 RAILROAD STREET DEMOLITION
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)

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)

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

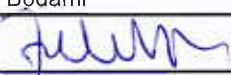
BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTIONS OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID DOCUMENTS

Standard

200 RAILROAD STREET DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: Total Wrecking & Environmental, LLC	ADDRESS: 70 Pearce Ave, Tonawanda, NY 14150
CONTACT: Frank Bodami	
SIGNATURE: 	PHONE: (716)692-2002
DATE: 6-18-25	EMAIL: fbodami@totalwrecking.com
BID	TOTAL BID AMOUNT
200 RAILROAD STREET DEMOLITION General Construction	\$ \$ 732,786.00

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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):*

Total Wrecking & Environmental, LLC
70 Pearce Ave.
Tonawanda, NY 14150

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

Endurance Assurance Corporation
4 Manhattanville Rd.
Purchase, NY 10577

OWNER *(Name and Address):* City of Rome, NY
198 North Washington St
Rome, NY 14330

BID

Bid Due Date: 6/19/25

Description *(Project Name and Include Location):* 200 Railroad St Demolition, Rome, NY

BOND

Bond Number: N/A

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

Penal sum Five Percent of Contract 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

Total Wrecking & Environmental, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Frank Bodem

Print Name

Managing Member

Title

Attest:

Signature Benjamin Brasley

Witness

Title

SURETY

Endurance Assurance Corporation (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Gary A Cardinale

Print Name

Attorney In Fact

Title

Attest:

Signature Salvatore Cardinale

Witness

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.

ACKNOWLEDGMENT OF PRINCIPAL

Matthew Brandon Crone
Notary Public, State of New York
Commission No: 01CR6240882
Qualified in Erie County
Commission Expires: 05/09/20 27

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

On the 18th day of June in the year 2025, before me, the undersigned, personally appeared Frank Bodani, 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.

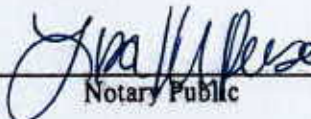


Notary Public

ACKNOWLEDGMENT OF SURETY

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

On the 19th day of June 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

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

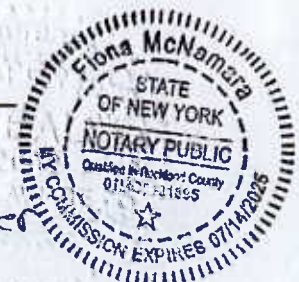
Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected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

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

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

Hana Entela

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





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("FAIC"), **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 1st day of May, 2023 for EAC and FAIC, 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 1st day of May, 2023 for EAC and FAIC 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/it 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 3/3/27

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 1st day of May, 2023 for EAC and FAIC 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 19th day of June, 2025.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

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

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

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

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

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

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

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Rome, 198 Washington St., Rome, NY 13440

We have reviewed the Bid of Total Wrecking & Enviromental, LLC.
(Contractor)
of 70 Pearce Ave., Tonawanda, NY 14150
(Address)
for _____

Demolition and Abatement at 200 Railroad St in Rome, NY
(Project)

Bids for which will be received on 06/19/2025
(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 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)
Gary A. Cardinale, Attorney-In-Fact

Attach Power of Attorney

(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 19th day of June 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

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 or uncollected premiums	3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments	1,079,426,776
Funds held by or deposited with reinsured companies	146,694,256
Investment income due and accrued	75,551,122
Current federal and foreign income tax recoverable and interest thereon	9,551,514
Net deferred tax asset	201,158,214
Receivables from parent, subsidiaries and affiliates	38,811,391
Other assets	<u>396,387,073</u>
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	<u>57,059,433</u>
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	<u>1,292,522</u>
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





SOMPO INTERNATIONAL

10468

POWER OF ATTORNEY

10468

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, "Sompco 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 repeated:

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

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

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



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



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



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



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she was 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 3/3/27



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 19th day of June, 2025.

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

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

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

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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: 616-653-9500 Mailing Address: Sompco International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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.

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BID SUMMARY FORM

City of Rome New York, herein called the Owner, for the DEMOLITION OF EXISTING STRUCTURE, located at 200 RAILROAD 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

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.

Summary of Project:

The proposed project is the demolition, removal and disposal of the existing structure located at 200 Railroad Street, which has been condemned and contains asbestos-containing material. The intention of the project is to demolish and remove Buildings 1,2,3,4,6, and 35 as shown on the attached building map. This is the only available drawing and overall map of the buildings. The structure is to be demolished in accordance with the Contract Drawings. The structure, 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. 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.

Bid Table:

Project Specification		
Amount Bid in Words	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>One Hundred Sixteen Thousand Six Hundred Ninety Six</u> Lump Sum	Lump Sum	<u>\$ 116,696.00</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>Thirty Six Thousand Three Hundred</u> Lump Sum	Lump Sum	<u>\$ 36,300.00</u>
Demolition (such cost shall include, but not limited to the description of work provided in Section 024119 of the technical specifications.) <u>Ninety Thousand Seven Hundred Fifty</u> Lump Sum	Lump Sum	<u>\$ 90,750.00</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>fifty-four dollars and eighty-eight cents</u> Per Ton	8,000 Ton	<u>\$ 439,040.00</u>
Field Change Allowance (To be used as directed by the Engineer)	Lump Sum	<u>\$50,000.00</u>
Total for Project Work (in words): <u>seven hundred thirty-two thousand seven hundred eighty-six</u>		<u>\$ 732,786.00</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.

200 RAILROAD ST
ROME, NEW YORK

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
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

* Received Q&A dated 06/16/2025*

200 RAILROAD ST
ROME, NEW YORK

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:

46-2548000

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):

Total Wrecking & Environmental, LLC

(Name)

PO Box 326

(Business Address)

By: Frank Bodami - Managing Member
(Title)

Buffalo,, NY 14231
(City, State, Zip Code)

Date:

June 18, 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.

All documents provided in the Contract Documents are made a condition of the Bid.

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BD - 4
BIDDER INFORMATION SHEET

PAGE 1

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200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Total Wrecking & Environmental, LLC

(NAME OF CORPORATION)

“Resolved that Frank Bodami, Managing Member

(Person Authorized to Sign)

(Title)

of Total Wrecking & Environmental, LLC authorized to sign and submit Bid for this corporation

(Name of Corporation) for the following project: 200 Railroad St Demolition

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:

Total Wrecking & Environmental, LLC

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 27th day of August, 2021

By:

Title:

(SEAL)

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

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200 RAILROAD ST DEMOLITION
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,

200 RAILROAD ST DEMOLITION
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 DEBARMENT/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.)

200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: PO Box 326
Street or P.O. Box Number
Buffalo
City
NY 14231
State *Zip*

Federal Identification No: 46-2548000
Name of Contact Person: Frank Bodami
Phone No. of Contact Person: (716)692-2002

If Bidder is a Corporation:

Frank Bodami - 70 Pearce Ave, Tonawanda, NY 14150
Presidents Name and Address
Sandy Bodami Oca - 70 Pearce Ave, Tonawanda, NY 14150
Vice Presidents Name and Address
Sandy Bodami - 70 Pearce Ave, Tonawanda, NY 14150
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

200 RAILROAD ST DEMOLITION
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.

Total Wrecking & Environmental, LLC
(Legal name of Person, Corporation, or
Firm which is Submitting Bid or Proposal)

Date June 18, 2025

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

As: Managing Member
(Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Erie)

On this 18th day of June, 2025 before me personally came Frank Bodami 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 41 Gold Cup Dr, Williamsville, NY 14221, and that he/she is the Managing Member 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

Matthew Brandon Crone
Notary Public, State of New York
Commission No: 01CR6240882
Qualified in Erie County
Commission Expires: 05/09/2027

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200 RAILROAD ST DEMOLITION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-7
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Erie

of Total Wrecking & Environmental, LLC 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 18th day of June, 20 25.


Notary Public

Matthew Brandon Crone
Notary Public, State of New York
Commission No: 01CR6240882
Qualified in Erie County
Commission Expires: 05/09/20 27