

JENNIFER GLEASMAN
PURCHASING AGENT

North Washington Street Plaza Reconstruction
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:

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

The following forms are due from the apparent responsible low bidder no later than 15 days after bid opening:

- ☐ 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)
- ☐ Completed DOS Vendor Responsibility Form (PB-5)

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

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY:	Carver Construction, Inc.	ADDRESS:	26 Corporate Circle Albany NY 12203
CONTACT:	Nick Caraway	PHONE:	(518) 355-6034
SIGNATURE:		EMAIL:	estimating@carvercompanies.com
DATE:	09/04/2025		
BID		TOTAL BID AMOUNT	
NORTH WASHINGTON STREET PLAZA RECONSTRUCTION General Construction		\$ 665,174. 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):*

Carver Construction, Inc.
26 Corporate Circle
Albany, New York 12203

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

The Hanover Insurance Company
440 Lincoln Street
Worcester, Massachusetts 01653

OWNER *(Name and Address):*

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

BID

Bid Due Date: September 4, 2025

Description *(Project Name and Include Location)*: RFB-2025-013, North Washington Street Plaza Reconstruction

BOND

Bond Number: N/A

Date *(Not earlier than Bid due date)*: September 4, 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.

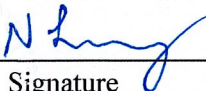
BIDDER

Carver Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:



Signature

Nick Laraway

Print Name

Executive Director

Title

Attest:


Signature Tim Zukas

Estimator

Title

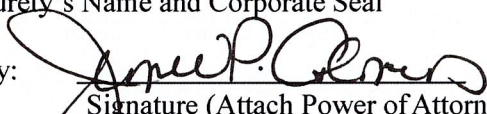
SURETY

The Hanover Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

Jaymie P. Columbus

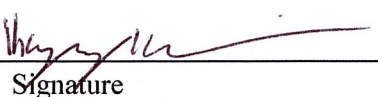
Print Name

Attorney-in-Fact

Title

Witness:

~~Attest:~~


Signature

Kayley Klinkel, Witness

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.

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.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

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

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF Albany } ss

On this 4th day of September, 2025, before me personally appeared Nick Laraway to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, NY; that he/she is the Executive Director of Carver Construction, Inc.

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

Melissa K. Vivenzio
Notary Public
MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the The Hanover Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the The Hanover Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 4th day of September, A.D. 2025.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

ihg
Notary Public

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2024

ASSETS

Cash in Banks (Including Short-Term Investments).....	\$	163,244,951
Bonds and Stocks.....	\$	8,489,361,280
Other Admitted Assets.....	\$	<u>2,697,333,556</u>
Total Admitted Assets.....	\$	<u>11,349,939,787</u>

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$	2,581,837,191
Reserve for Loss and Loss Expense.....	\$	5,197,561,025
Reserve for Taxes.....	\$	14,527,726
Funds Held Under Reinsurance Treaties.....	\$	1,440,729
Reserve for all Other Liabilities.....	\$	592,107,679
Capital Stock - \$1.00 Par.....	\$	5,000,000
Net Surplus.....	\$	<u>2,957,465,437</u>
Policyholders' Surplus.....	\$	<u>2,962,465,437</u>
Total Liabilities, Capital and Surplus.....	\$	<u>11,349,939,787</u>

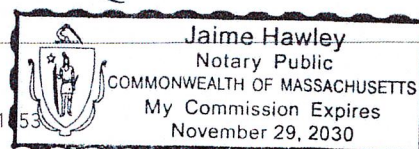
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2024.

Jeffrey Farber

Jeffrey Farber
Assistant Treasurer

Jaime Hawley



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jaymie P. Columbus, Michael J. Grasso, Kimberly A. Ritchie and/or Kayley Klinkel

Of Arthur J. Gallagher & Co of Albany, NY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 (\$100,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of August, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

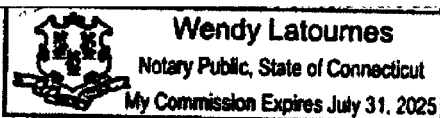

James H. Kawlecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Joselin M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 29th day of August, 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



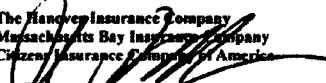

Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of September 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

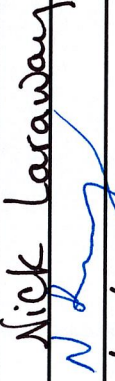

John Rowedder, Vice President

North Washington Street Plaza Reconstruction

CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3

BID SUMMARY FORM – GENERAL CONSTRUCTION

COMPANY:	Carver Construction, Inc.	ADDRESS:	26 Corporate Circle Albany NY 12203
CONTACT:	Nick Laraway	PHONE:	(518) 355-6034
SIGNATURE:		EMAIL:	estimating@carvercompanies.com
DATE:	09/04/2025		

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	BASE BID		TOTAL BID ITEM AMOUNT
			UNIT OR LUMP SUM PRICE	FIGURES	
1	Mobilization/Demobilization	Lump Sum	Twenty-six thousand Dollars and Cents per Lump Sum	26,000. ⁰⁰	\$ 26,000. ⁰⁰
2	Demolition and Removals of Pavements & Curbs. Includes all Disposal or salvage costs.	Lump Sum	Sixty-six thousand Dollars and Cents per Lump Sum	66,000. ⁰⁰	\$ 66,000. ⁰⁰
3	Maintenance and Protection of Traffic for the duration of the project, including adjacent building access.	Lump Sum	Twenty-one thousand Dollars and Cents per Lump Sum	21,000. ⁰⁰	\$ 21,000. ⁰⁰
4	Protective measures for subsurface utilities, Dominic and N. Washington Street Electrical Vault and Storm Basins	Lump Sum	Seven thousand Dollars and Cents per Lump Sum	7,000. ⁰⁰	\$ 7,000. ⁰⁰
5	Sediment & Erosion Control	Lump Sum	Five thousand Dollars and Cents per Lump Sum	5,000. ⁰⁰	\$ 5,000. ⁰⁰

6	Salvage of Signs, furnishings, granite curb and other materials to be reused.	Lump Sum	<u>Five thousand, five hundred</u> Dollars and Cents per Lump Sum	5,500. ⁰⁰	\$ <u>5,500.⁰⁰</u>
7	Unclassified Excavation & disposal of subgrade materials in trenches and tree pits.	Lump Sum	<u>Twelve thousand, two hundred</u> Dollars and Cents per Lump Sum	12,200. ⁰⁰	\$ <u>12,200.⁰⁰</u>
8	Electrical & Lighting, including poles, bases, conduit, service, wire & fittings	Lump Sum	<u>Sixty - three thousand</u> Dollars and Cents per Lump Sum	63,000. ⁰⁰	\$ <u>63,000.⁰⁰</u>
9	Grading and Drainage: Including pipe fittings, structures, trenching & backfill	Lump Sum	<u>Thirty-one thousand, five hundred</u> Dollars and Cents per Lump Sum	31,500. ⁰⁰	\$ <u>31,500.⁰⁰</u>
	North Washington Street Plaza Reconstruction SUBTOTAL BASE BID (Sum of Bid Items 1-9)		<u>Two hundred thirty-seven thousand, two hundred dollars</u>		\$ <u>237,200.⁰⁰</u>

UNIT PRICE SCHEDULE - BASE BID

Unit Price Item #	ITEM OF WORK *	ESTIMATED QUANTITY	ITEM OF WORK (Enter Unit Bid Price in Numerals)	UNIT COST	TOTAL AMOUNT BID
10	Sawcut Paving	Per 976 Lin. Ft.	Sawcut Paving	\$ <u>290</u>	\$ <u>2830.40</u>
11	6" Concrete Sidewalk	Per 430 Sq. Yd.	6" Concrete Sidewalk	\$ <u>234.⁰⁰</u>	\$ <u>100,620.⁰⁰</u>
12	Sealed Expansion Joint	Per 145 Lin. Ft.	Sealed Expansion Joint	\$ <u>16.⁰⁰</u>	\$ <u>2,320.⁰⁰</u>
13	Hot Asphalt Top Course	Per 75 Ton	Hot Asphalt Top Course	\$ <u>270.⁰⁰</u>	\$ <u>20,250.⁰⁰</u>
14	Hot Asphalt Binder Course	Per 75 Ton	Hot Asphalt Binder Course	\$ <u>450.⁰⁰</u>	\$ <u>33,750.⁰⁰</u>
15	Diluted Tack Coat	Per 100 Gal.	Diluted Tack Coat	\$ <u>6.⁰⁰</u>	\$ <u>600.⁰⁰</u>
16	Salvaged Granite Curb	Per 417 Lin. Ft.	Salvaged Granite Curb	\$ <u>80.⁰⁰</u>	\$ <u>33,360.⁰⁰</u>

17	New Granite Curb	Per 60 Lin. Ft.	New Granite Curb	\$ 88. ⁰⁰	\$ 5,280. ⁰⁰
18	Brick Paved Walk on Concrete	Per 309 Sq. Ft.	Brick Paved Walk on Concrete	\$ 67. ⁰⁰	\$ 20,703. ⁰⁰
19	Cornell (CU) Structural Soils	Per 80 Cu. Yd.	Cornell (CU) Structural Soils	\$ 245. ⁰⁰	\$ 19,600. ⁰⁰
20	Site Furnishings	Per Lump Sum	Site Furnishings		\$ 87,340. ⁶⁰
21	Perk-E-Pave Porous Rubber Pvmnt.	Per 1030 Sq. Ft.	Perk-E-Pave Porous Rubber Pvmnt.	\$ 35. ⁰⁰	\$ 36,050. ⁰⁰
22	Landscaping	Per Lump Sum	Landscaping		\$ 35,000. ⁰⁰
23	Amended Planting Soil	Per 34 Cu. Yd.	Amended Planting Soil	\$ 105. ⁰⁰	\$ 3,570. ⁰⁰
24	Shredded Bark Mulch	Per 15 Cu. Yd.	Shredded Bark Mulch	\$ 120. ⁰⁰	\$ 1,800. ⁰⁰
25	Tree Grate & Frames	Per Each (3)	Tree Grate & Frames	\$ 3,300. ⁰⁰	\$ 9,900. ⁰⁰
	Allowance for Contingencies, Authorized by Field Order by the City's Representative.	As Approved	Fifteen Thousand and no/100s Total Dollars and Cents	\$ 15,000.00	\$ 15,000.00
	North Washington Street Plaza Reconstruction		Six hundred fifty thousand, one hundred seventy-four dollars Total Dollars and Cents		
	TOTAL BASE BID (Sum of Bid Items 1 - 25)				
				\$ 650,174. ⁰⁰	\$ 650,174. ⁰⁰

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3

BID SUMMARY FORM – GENERAL CONSTRUCTION

Bid Notes:

1. Bid items to include all costs associated with furnishing, installing and completing work as described in Contract Drawings.
2. Contractor shall review the Contract Drawings and project site to fully understand their responsibilities in completing the work.
3. Bids shall include survey stake-out by licensed surveyor.
4. The Contractor is responsible for paying for any testing services they require. An Allowance is provided for in the Contract Bid Documents for those services required by the Client.
5. Includes all subsurface demolition and disposal of tree stumps, concrete footers and required utility disconnection, closures and demolition.
6. Grading and Drainage includes final placing, grading and compaction of approved earth backfill to meet required restoration grades shown on the Drawings.

Addendums:

Bidder acknowledges receipt of the following addenda and agrees to be bound by all addendums whether or not listed herein.

Addendum No.

Date of Addendum

BD-3.1

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NORTH WASHINGTON STREET PLAZA RECONSTRUCTION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-4
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that Nick Laraway, Executive Director
(Person Authorized to Sign) (Title)

of Carver Construction, Inc. authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: North Washington

Street Plaza Reconstruction, City of Rome.

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:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 15th day of April, 2025

By:

Josef Malik

Title:

Corporate Secretary

(SEAL)

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

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
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,

North Washington Street Plaza Reconstruction
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 certificate as 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.)

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

26 Corporate Circle
Street or P.O. Box Number
Albany
City
Ny 12203
State *Zip*

Federal Identification No:

14-1716470

Name of Contact Person:

Nick Laraway

Phone No. of Contact Person:

(518) 355-6034

If Bidder is a Corporation:

George McHugh 1919 Bolden Dr., Mt. Pleasant, SC 29466
Member *President's Name and Address*
Nick Laraway 104 Dutchman Lane, Schenectady, NY 12303
Member *Vice President's Name and Address*
Josef Malik 14 Dock St., Coeymans, NY 12045
Member *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

North Washington Street Plaza Reconstruction
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.

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

Date 09/04/25

By: N. Laraway
(Signature of Person Representing Above)
Nick Laraway

As: Executive Director
(Official Title of Signator in Above Firm)

(Acknowledge By a Corporation)

STATE OF NEW YORK)

) SS:

COUNTY OF Albany

On this 4th day of September, 2025, before me personally came Nick Laraway 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 Schenectady, NY, and that he/she is the Executive Director 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.

Melissa K. Vivenzio
Notary Public

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

North Washington Street Plaza Reconstruction
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

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

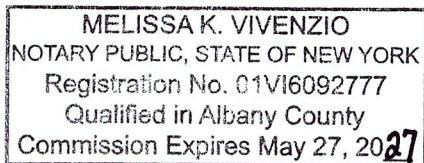
County of Albany

of Nick Laraway of Carver Construction, 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.

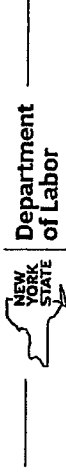
Signed: N Laraway

Subscribed and sworn to before me this 4th day of September, 2025.

Melissa K. Vivenzio
Notary Public



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

Carver Construction Inc.

DBA: Carver Construction

2170 River Rd

Coeymans, New York 12045

Phone Number: 5183556034

Registration Number: 24-634S9-CR

Date of Issue: 2024-12-02

Expiration Date: 2026-12-29

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

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

Roberta Reardon

Commissioner

New York State Department of
Labor



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.		
2 Business name/disregarded entity name, if different from above.		
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle		Requester's name and address (optional)
6 City, state, and ZIP code Albany, NY 12203		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
1	4	-	1	7	1	6	4	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Yelissa K. Vivenzio</i>	Date <i>03/10/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans	Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.	Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023
	Contact Person George McHugh					
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC			Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024
	Contact Person Adam Kinkel		Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC			
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner City of Saratoga Springs			Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023
	Contact Person John Campbell		Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush			Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23
	Contact Person Edwin Droz		Designer Architect and /or Design Engineer Laberge Group			
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA			Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024
	Contact Person Jason Pledger		Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

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

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works	Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis	Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23
	Contact Person Emily Carlson					
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville					
	Contact Person Anthony Christian	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP	Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady/Jerry Burrell Park					
	Contact Person Christopher Wallin	Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering	Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.					
	Contact Person Christopher Dooley or Traci Sousa	Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.	Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Gateway Mobility Hub for CDTA					
	Contact Person Curtis Taylor	Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP	Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

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

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements		Award Date 4/24/2024		Completion Date 5/31/2025
	Contact Person Kevin McAlonen	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
2.	Agency/Owner Mountain View Meadows / C&M Holdings		Award Date 7/23/2024		Completion Date 5/31/2025
	Contact Person Michael Robertson	Telephone No. (518) 899-5243	Designer Architect and /or Design Engineer Lansing Engineering		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
3.	Agency/Owner Frankfort Water System Improvements		Award Date 11/17/2024		Completion Date 6/30/2025
	Contact Person Roy Richardson	Telephone No. (315) 457-520	Designer Architect and /or Design Engineer Barton & Logudice		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner MVWA Raw Water Transmission Phase 2		Award Date 4/1/2019		Completion Date 12/31/2025
	Contact Person Dan Faldzinski / MVWA	Telephone No. (315) 792-0301	Designer Architect and /or Design Engineer Environmental Design & Research		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00	Uncompleted Amount \$9,434,145.00	

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

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:									
5.		Agency/Owner Replacement of CR 41 (Echer Hollow Road) Culvert		Telephone No. (315) 455-2000		Designer Architect and /or Design Engineer C&S Companies		Award Date 10/15/2024	Completion Date 7/31/2025
		Contact Person Chuck Stanton							
		Contract No. LD040438	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
				Total Contract Amount \$629,145.00	Amount Sublet to others \$80,000.00	Uncompleted Amount \$629,145.00			
						Award Date 2/28/2024	Completion Date 4/30/2025		
6.		Agency/Owner Voorheesville CSD Transportation Facility Site Work		Telephone No. (518) 479-4000		Designer Architect and /or Design Engineer Mosaic Associates Architects, DPC			
		Contact Person Marcus Altarac							
		Contract No. Site	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
				Total Contract Amount \$5,138,883.00	Amount Sublet to others \$1,198,285.00	Uncompleted Amount \$933,980.53			
						Award Date 1/16/2024	Completion Date 1/28/2026		
7.		Agency/Owner Houghtaling Island Sand Harvesting		Telephone No. (518) 273-0870		Designer Architect and /or Design Engineer Dept of the Army, NY District, Corps of Engineers			
		Contact Person Devon Hinds							
		Contract No. W912DS24C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
				Total Contract Amount \$5,641,657.72	Amount Sublet to others \$0.00	Uncompleted Amount \$1,812,794.41			
						Award Date 7/26/2024	Completion Date 6/30/2025		
8.		Agency/Owner CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County		Telephone No. (518) 885-2235		Designer Architect and /or Design Engineer CPL Architecture			
		Contact Person Greg Ball							
		Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable			
				Total Contract Amount \$981,145.00	Amount Sublet to others \$249,978.21	Uncompleted Amount \$981,145.00			

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

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District			Award Date 9/13/2024	Completion Date 9/12/2025
	Contact Person Michael McCue	Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District		
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable EIN of JV, if applicable		
	Total Contract Amount \$2,917,901.00		Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50	Completion Date 12/31/2024
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repair			Award Date 10/7/2024	Completion Date 12/31/2024
	Contact Person Robert Jobin	Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.		
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable EIN of JV, if applicable		
	Total Contract Amount \$1,032,145.00		Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76	

Grand Total All Uncompleted Contracts \$21,712,234.89



Carver Construction Incorporated
PO Box 890, 2170 River Rd | Coeymans, NY 12045
Phone: 518-355-6034

References

Albany Hudson Electric Trail

- Christopher Cornwell, PE, GPI Cell (518) 852-4269

City of Schenectady Emergency Work

- Paul LaFond, City of Schenectady Cell (518) 378-0835

North Ferry Street Force Main

- Michael Miller, PE, CHA Cell (518) 369-8991

NYS Office of General Services Tire Abatement

- Mark Dore, PE, GPI Cell (518) 415-0505

Upper Washington Pressure Tank

- Rebecca Caldon, PE, City of Albany Cell (518) 410-9231

TW&A Construction Management

- Tom Wilson, Principal Cell (518) 694-6785

Tempel Lane Ext

- Edward Opatkiewicz, PE, GPI Cell (518) 424-7308

EJ Prescott Inc.

- Tadd Beatie Cell (518) 242-6115

Siena Fence Co. Inc.

- Jeremy Lawrence Cell (518) 509-3802

Stilsing Electric Inc.

- Mike Stilsing Cell (518) 376-0863

Zehr's Flowers and Landscaping

- Jory Proulx Office (315) 376-3086

Key Bank

- 66 South Pearl Street, Albany Office (518) 257-8415



Carver Construction, Inc.

26 Corporate Circle
Albany, NY 12203
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction
Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 26 Corporate Circle, Albany, NY 12203 (518) 355-6034

Surety Reference:

The Hanover Insurance Company: 440 Lincoln Street, Worcester, MA 01653
Contact: Gallagher Insurance (Bond Manager) Jaymie Columbus
30 Century Hill Dr, Suite 200, Latham, NY 12110
Phone: (518) 391-2219 Email: jaymie_columbus@ajg.com

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero Email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	7027	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	952V-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Catepillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Catepillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Catepillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Catepillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Catepillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Catepillar	735B	Haul Truck	2014	Good
330	Catepillar	735B	Haul Truck	2014	Good
355	Catepillar	730	Haul Truck	2019	Excellent
365	Catepillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Catepillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Catepillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145x3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Catepillar	M315F	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Catepillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Catepillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Catepillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Catepillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Catepillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Catepillar	CB36B	Roller	2016	Good
1136	Weiler	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Catepillar	262D	Skid Steer Loader	2016	Good
2572	Catepillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)

And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes, conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Laraway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

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 Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302	CONTACT NAME: Kara Epperson PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: kepperson@marshallsterling.com														
INSURED Carver Construction, Inc. 2170 River Road P.O. Box 890 Coeymans NY 12045	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER B: Wesco Insurance Company</td><td>25011</td></tr><tr><td>INSURER C: Great Divide Insurance Company</td><td>25224</td></tr><tr><td>INSURER D: Colony Specialty Insurance Company</td><td>36927</td></tr><tr><td>INSURER E: Merchants Mutual Insurance Company</td><td>23329</td></tr><tr><td>INSURER F: Pennsylvania Manufactures Indemnity</td><td>12262</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company	42376	INSURER B: Wesco Insurance Company	25011	INSURER C: Great Divide Insurance Company	25224	INSURER D: Colony Specialty Insurance Company	36927	INSURER E: Merchants Mutual Insurance Company	23329	INSURER F: Pennsylvania Manufactures Indemnity	12262
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INSURER F: Pennsylvania Manufactures Indemnity	12262														

COVERAGES**CERTIFICATE NUMBER:** CL2492772737**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 ☒ Deductible: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: C ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER: Contractors Pollution			TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS			WPP182513905 Hired Car Physical Damage	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 150,000
E	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10,000			CUP203597612	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	WMC3746525 (incl USL&H) WC & Employers Liability applies to: MA, NC, SC, NY	10/1/2024	10/1/2025	☒ 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
F	Excess Liability (2nd Layer)			34542902	10/1/2024	10/1/2025	Each Occurrence \$5,000,000
D	Inland Marine			IM2555224	10/1/2024	10/1/2025	Single Conveyanc \$500,000 Deduct/10,000

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

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 Jeanne Maloy/DWOOD

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February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

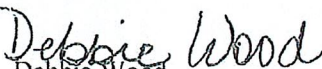
To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,


Debbie Wood

Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

Equal Employment Opportunity & Anti-Harassment Policy Statement

(supersedes all prior versions – effective May 2025)

Carver Construction, Inc. ("Carver," "we," "us") is an Equal Opportunity Employer and federal contractor. We comply with **Executive Order 11246, Section 503 of the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act, the New York State Human Rights Law, and all other applicable federal, state, and local requirements**. Discrimination or harassment—whether actual or perceived—has no place in our workplace or in the field.

Protected characteristics (New York list, non-exhaustive):

- race, color, creed (religion)
- national origin, ethnicity, *citizenship or immigration status*
- sex, *gender identity or expression*, sexual orientation
- pregnancy, pregnancy-related condition, *reproductive-health decision making*
- age (18 +)
- disability, *predisposing genetic characteristics*
- marital status, familial status, caregiver status
- *victim of domestic violence, stalking, or sex offenses*
- military status, veteran status
- *prior arrest or sealed-conviction record*
- any other status protected by law

We also comply with New York's **Pay Transparency Law** and publish good-faith salary ranges in every job posting.

Our Commitments

- Take **affirmative action** to recruit, hire, promote, and retain qualified women, minorities, protected veterans, and individuals with disabilities
- Provide **reasonable accommodations** for disability, pregnancy-related conditions, and sincerely held religious practices
- Maintain a workplace free from **all forms of harassment, including sexual harassment**, in line with NY Labor Law §201-g
- **Prohibit retaliation** against anyone who makes a good-faith report or participates in an investigation

Reporting & Questions

If you experience or witness discrimination, harassment, or retaliation—or need an accommodation—contact: Samantha Gazzillo; HR Director (518) 756-2164 ext. 207

Reports may also be made to any supervisor, or the Legal Department. All concerns are investigated promptly and discreetly; retaliatory conduct is grounds for discipline, up to and including termination.

Samantha Gazzillo A handwritten signature in black ink that reads "Samantha Gazzillo".

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-1 BID FORM – GENERAL CONSTRUCTION

COMPANY: <i>MT DAKOTA INC.</i>		ADDRESS: <i>114 N. Main St. Oneida NY 13421</i>
CONTACT: <i>Dakota DeCoffa</i>		PHONE: <i>315 721 8822</i>
SIGNATURE: <i>Guinee J. Greene</i>		EMAIL: <i>dakota@mtdakota.com</i>
DATE: <i>9/4/25</i>		
BID		TOTAL BID AMOUNT
NORTH WASHINGTON STREET PLAZA RECONSTRUCTION General Construction		<i>\$ 649,985.00</i> <i>695</i>

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3

BID SUMMARY FORM - GENERAL CONSTRUCTION

COMPANY: <i>MT Dakota Inc.</i>	ADDRESS: <i>114 N. Main St. Oneida NY 13421</i>
CONTACT: <i>Dakota Decotta</i>	PHONE: <i>315 727 1136</i>
SIGNATURE: <i>James J. Decotta</i>	EMAIL: <i>dakota@mjdakota.com</i>
DATE: <i>9/4/25</i>	

BASE BID						
BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL BID ITEM AMOUNT	
			WORDS	FIGURES		
1	Mobilization/Demobilization	Lump Sum	Ten thousand five hundred Dollars and Cents per Lump Sum	10,500	\$10,500	
2	Demolition and Removals of Pavements & Curbs. Includes all Disposal or salvage costs.	Lump Sum	SEVENTEEN thousand Dollars and Cents per Lump Sum	17,000	\$17,000	
3	Maintenance and Protection of Traffic for the duration of the project, including adjacent building access.	Lump Sum	Five thousand Dollars and Cents per Lump Sum	5,000	\$5,000	
4	Protective measures for subsurface utilities, Dominic and N. Washington Street Electrical Vault and Storm Basins	Lump Sum	Five thousand Dollars and Cents per Lump Sum	5,000	\$5,000	
5	Sediment & Erosion Control	Lump Sum	Five thousand Dollars and Cents per Lump Sum	5,000	\$5,000	

42,500

6	Salvage of Signs, furnishings, granite curb and other materials to be reused.	Lump Sum	<u>thirteen thousand</u> Dollars and Cents per Lump Sum		\$ <u>13,000</u>
7	Unclassified Excavation & disposal of subgrade materials in trenches and tree pits.	Lump Sum	<u>eighteen thousand</u> Dollars and Cents per Lump Sum		\$ <u>18,000</u>
8	Electrical & Lighting, including poles, bases, conduit, service, wire & fittings	Lump Sum	Dollars and Cents per Lump Sum <u>one hundred twenty thousand</u>		\$ <u>121,000</u>
9	Grading and Drainage: Including pipe fittings, structures, trenching & backfill	Lump Sum	<u>forty thousand</u> Dollars and Cents per Lump Sum		\$ <u>50,000</u>
North Washington Street Plaza Reconstruction SUBTOTAL BASE BID (Sum of Bid Items 1-9)			<u>Two hundred, forty four thousand, five hundred</u>		\$ <u>244,500</u>

UNIT PRICE SCHEDULE - BASE BID

Unit Price Item #	ITEM OF WORK *	ESTIMATED QUANTITY	ITEM OF WORK (Enter Unit Bid Price in Numerals)	UNIT COST	TOTAL AMOUNT BID
10	Sawcut Paving	Per 976 Lin. Ft.	Sawcut Paving	\$ <u>20</u>	\$ <u>19,520</u>
11	6" Concrete Sidewalk	Per 430 Sq. Yd.	6" Concrete Sidewalk	\$ <u>250</u>	\$ <u>107,500</u>
12	Sealed Expansion Joint	Per 145 Lin. Ft.	Sealed Expansion Joint	\$ <u>30</u>	\$ <u>4,350</u>
13	Hot Asphalt Top Course	Per 75 Ton	Hot Asphalt Top Course	\$ <u>207</u>	\$ <u>15,525</u>
14	Hot Asphalt Binder Course	Per 75 Ton	Hot Asphalt Binder Course	\$ <u>160</u>	\$ <u>12,000</u>
15	Diluted Tack Coat	Per 100 Gal.	Diluted Tack Coat	\$ <u>20</u>	\$ <u>2,000</u>
16	Salvaged Granite Curb	Per 417 Lin. Ft.	Salvaged Granite Curb	\$ <u>110</u>	\$ <u>45,870</u>

207,740

17	New Granite Curb	Per 60 Lin. Ft.	New Granite Curb	\$ <u>205</u>	\$ <u>12,300</u>
18	Brick Paved Walk on Concrete	Per 309 Sq. Ft.	Brick Paved Walk on Concrete	\$ <u>60</u>	\$ <u>18,540</u>
19	Cornell (CU) Structural Soils	Per 80 Cu. Yd.	Cornell (CU) Structural Soils	\$ <u>350</u>	\$ <u>28,000</u>
20	Site Furnishings	Per Lump Sum	Site Furnishings		\$ <u>55,000</u>
21	Perk-E-Pave Porous Rubber Pymt.	Per 1030 Sq. Ft.	Perk-E-Pave Porous Rubber Pymt.	\$ <u>28</u>	\$ <u>28,840</u>
22	Landscaping	Per Lump Sum	Landscaping		\$ <u>14,000</u>
23	Amended Planting Soil	Per 34 Cu. Yd.	Amended Planting Soil	\$ <u>125</u>	\$ <u>4,375</u>
24	Shredded Bark Mulch	Per 15 Cu. Yd.	Shredded Bark Mulch	\$ <u>100</u>	\$ <u>1,500</u>
25	Tree Grate & Frames	Per Each (3)	Tree Grate & Frames	\$ <u>4,000</u>	\$ <u>16,000</u>

4,250

Allowance for Contingencies, Authorized by Field Order by the City's Representative.	As Approved	Fifteen Thousand and no/100s Total Dollars and Cents	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
North Washington Street Plaza Reconstruction		<i>six hundred forty nine thousand, nine hundred twenty five</i>		
TOTAL BASE BID (Sum of Bid Items 1 - 25)		Total Dollars and Cents	\$ <u>649,000</u>	\$ <u>649,000</u>

197,555

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-3
BID SUMMARY FORM – GENERAL CONSTRUCTION

Bid Notes:

1. Bid items to include all costs associated with furnishing, installing and completing work as described in Contract Drawings.
2. Contractor shall review the Contract Drawings and project site to fully understand their responsibilities in completing the work.
3. Bids shall include survey stake-out by licensed surveyor.
4. The Contractor is responsible for paying for any testing services they require. An Allowance is provided for in the Contract Bid Documents for those services required by the Client.
5. Includes all subsurface demolition and disposal of tree stumps, concrete footers and required utility disconnection, closures and demolition.
6. Grading and Drainage includes final placing, grading and compaction of approved earth backfill to meet required restoration grades shown on the Drawings.

Addendums:

Bidder acknowledges receipt of the following addenda and agrees to be bound by all addendums whether or not listed herein.

Addendum No.

Date of Addendum

_____	_____
_____	_____
_____	_____
_____	_____

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MJ Dakota Inc.
114 N. Main St.
Oneida, NY 13421

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:

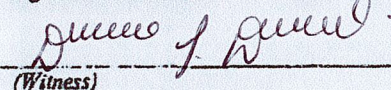
(Name, location or address, and Project number, if any)
North Washington St. Plaza

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 4th day of September, 2025


(Witness)

MJ Dakota Inc.
(Principal)

(Title)

Mike DeCuffa, President

ENDURANCE ASSURANCE CORPORATION
(Surety)

(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. 061110

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____)
) SS.:
COUNTY OF _____)

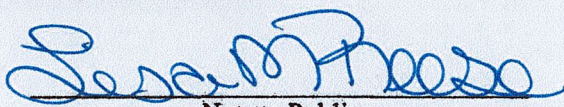
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same 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)
) SS.:
COUNTY OF Erie)

On the 4th day of September 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

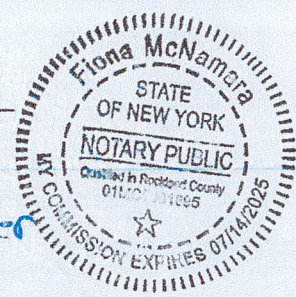
Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected 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





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

10468

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 17th 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: *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 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 4th day of September, 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

NORTH WASHINGTON STREET PLAZA RECONSTRUCTION
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-4
CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

MJ Dakota Inc.
(NAME OF CORPORATION)

"Resolved that Dakota Decoffa, manager
(Person Authorized to Sign) (Title)

of MJ Dakota Inc authorized to sign and submit Bid for this corporation
(Name of Corporation) for the following project: North Washington
St. Plaza Reconstruction

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:

MJ Dakota Inc.
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 2 day of September, 2025

By: Dakota Decoffa

Title: manager

(SEAL)

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

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-5
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,

North Washington Street Plaza Reconstruction
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 certificate as 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.)

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

114 N. main St.
Street or P.O. Box Number
Oneida
City
NY 13421
State Zip

Federal Identification No:

13-4237143

Name of Contact Person:

Dakota DeCuffa

Phone No. of Contact Person:

315 727 8822

If Bidder is a Corporation:

Mike DeCuffa 11
Presidents Name and Address
Dakota DeCuffa 11
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

North Washington Street Plaza Reconstruction
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

North Washington Street Plaza Reconstruction
CITY OF ROME, ONEIDA COUNTY, NEW YORK

BD-6
AFFIDAVIT OF WORKERS COMPENSATION

State of New York

SS:

County of Oneida

of MT Dakota 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 _____ day of September, 2025.

Jackie St Thomas
Notary Public

JACKIE ST. THOMAS
NOTARY PUBLIC STATE OF NEW YORK
ONEIDA COUNTY
LIC. #01ST6213828
COMM. EXP. NOV. 23, 2025