

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

BID NUMBER: RFB-2025-014
BID OPENING: 9/4/2025 at 11:00 AM (local time)
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation

Vendor	Amount	Bid Security	Date & Time	Initials
Rome Building Contractors	175,153.00	bid check	9/4/25 9:35A	DC
MLCS Construction LLC	123,000.00	bid bond ✓	9/4/25 10 ¹² am	AC
Town & County Bridge & Rail	143,808.00	bid bond ✓	9/4/25 10 ²¹ am	AC
Galb Construction	117,100.00	bid bond ✓	9/4/25 10:36 AM	DO
Beebe Construction Services	93,900.00	bid bond ✓	9/4/25 10 ³⁸ am	AC

JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 -014
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation
BID DUE: Project
BID OPENING: September 4, 2025 at 11:00 AM

COMPANY NAME: Beebe Construction Services, Inc.

MAILING ADDRESS: PO Box R, Marcy, NY 13403

PHONE: 315-724-1505

EMAIL: mattb@beebeconstruction.com

WEBSITE: www.beebeconstruction.com

SIGNATURE: 

PRINTED NAME/TITLE: Patricia Christensen, Assistant Secretary

TOTAL OF BID IN FIGURES: \$93,900

TOTAL OF BID IN WORDS: Ninety-Three Thousand, Nine Hundred Dollars

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



Mohawk River Pedestrian Bridge Rehabilitation Project					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Remove and Replace wood deck pedestrian bridge-Southern Yellow Pine only	1.00	LS	\$87,900	\$87,900
B	Field Change(allowance)	1.00	Allow	\$4,000.00	\$4,000.00
214.0	Maintenance and Protection of Traffic	1.00	Allow	\$1,000.00	\$1,000.00
234.0	Mobilization/ Demobilization to location	1.00	LS	\$1,000.00	\$1,000.00
TOTAL				\$93,900	

Please insert the total on cover page of contract

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Beebe Construction Services, Inc.

(BIDDER)

BY: 

Patricia Christensen, Assistant Secretary

(Title)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that Beebe Construction Services, Inc.
(name of individual, partnership or corporation)

is insured with Zurich American Insurance Company
(name of insurance provider)

under Policy No. WC302992805 covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from 05/01/2025

To 05/01/2026. If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and ten (10) days written notice in the event of cancellation for non-payment of premiums.

Signature:



Patricia Christensen, Assistant Secretary
(Name and Title)

Telephone No. 315-724-1505

Title President

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH
DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

PROJECT: RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

EMERGENCY CONTACT NUMBERS

Contact Matt Benincasa

Name or Names of person(s) to be contacted in case of emergency

CONTACT PERSON NOS. CAN BE REACHED AT*

1. Matt Benincasa

315-534-5812

2. Curt Wightman

315-292-8424

3. TBD

TBD

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

CONTACT PERSON NOS. CAN BE REACHED AT*

1. Matt Benincasa

315-534-5812

2. Curt Wightman

315-292-8424

3. TBD

TBD

* Please indicate land line telephone, cell-phone and pager numbers (if applicable)
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

STATEMENT OF SURETY'S INTENT

To: City of Rome

(Owner)

We have reviewed the Bid of Beebe Construction Services, Inc.

(Contractor)

of P.O. Box R, Marcy, NY 13403

(Address)

for Mohawk River Pedestrian Bridge Rehabilitation Project; RFB-2025-014

(Project)

Bids for which will be received on 09/04/2025

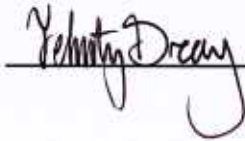
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

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

We are duly authorized to do business in the State of New York

Attest:



Travelers Casualty and Surety Company of America

Surety's Authorized Signature(s)
Francis A. Lowther, Attorney-in-Fact

Attach Power of Attorney

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

(This Form Must Be Completed
and Submitted with the Bid)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Beebe Construction Services, Inc.
P.O. Box R
Marcy, NY 13403

SURETY:

(Name, legal status and principal place
of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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 North Washington Street
Rome, NY 13440

BOND AMOUNT: *** FIVE PERCENT OF AMOUNT BID *** (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Mohawk River Pedestrian Bridge Rehabilitation Project

Project Number, if any: RFB-2025-014

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 27th day of August, 2025

(Witness)

(Witness)

Beebe Construction Services, Inc.

(Principal)

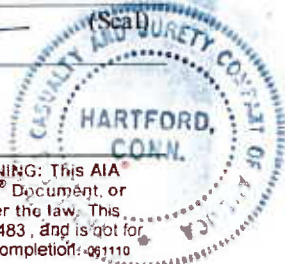
(Seal)

(Title) Patricia Christensen, Assistant Secretary

Travelers Casualty and Surety Company of America

(Surety)

(Title) Francis A. Lowther, Attorney-in-Fact



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INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

CORPORATION ACKNOWLEDGMENT

State of New York
County of Oneida

On this 2nd day of September 2025 before me personally appeared Patricia Christensen to me known, who being by me duly sworn, did depose and say: that he/she resides at Frankfort, NY; that he/she is Assistant Secretary of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Mary Thomas
Notary Public

MARY THOMAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TH0012016
QUALIFIED IN ONEIDA COUNTY
MY COMMISSION EXPIRES AUGUST 15, 2027

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 27th day of August, 2025, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Shelley Gray
Notary Public

SHelley ANNE GRAY
Public - State of New York
No. 01GR0020783
Filed in Onondaga County
Commission Expires Feb. 6, 2028



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francis A. Lowther** of **MARCELLUS**

New York their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 

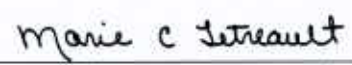
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021





Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

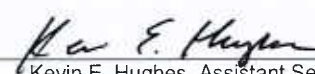
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **August**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,367,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	189,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



STATEMENT OF SURETY'S INTENT

To: City of Rome
(Owner)

We have reviewed the Bid of Beebe Construction Services, Inc.
(Contractor)

of P.O. Box R, Marcy, NY 13403
(Address)

for Mohawk River Pedestrian Bridge Rehabilitation Project; RFB-2025-014

(Project)

Bids for which will be received on 09/04/2025
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

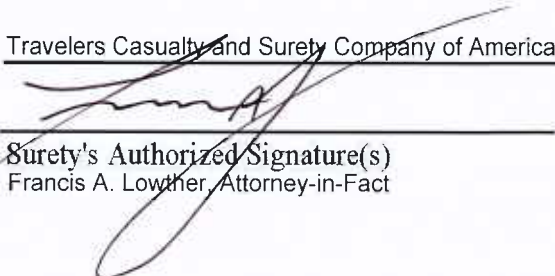
Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York

Attest:



Travelers Casualty and Surety Company of America


Surety's Authorized Signature(s)
Francis A. Lowther, Attorney-in-Fact

Attach Power of Attorney

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

(This Form Must Be Completed
and Submitted with the Bid)



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Beebe Construction Services, Inc.
P.O. Box R
Marcy, NY 13403

SURETY:

(Name, legal status and principal place
of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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 North Washington Street
Rome, NY 13440

BOND AMOUNT: *** FIVE PERCENT OF AMOUNT BID *** (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Mohawk River Pedestrian Bridge Rehabilitation Project

Project Number, if any: RFB-2025-014

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 27th day of August, 2025

(Witness)

(Witness)

Beebe Construction Services, Inc.

(Principal)

(Seal)

(Title) Patricia Christensen, Assistant Secretary

Travelers Casualty and Surety Company of America

(Surety)

(Title) Francis A. Lowther, Attorney-in-Fact



Init.

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INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, before me personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

CORPORATION ACKNOWLEDGMENT

State of New York
County of Oneida

On this 2nd day of September, 2025, before me personally appeared Patricia Christensen to me known, who being by me duly sworn, did depose and say: that he/she resides at Frankfort, NY; that he/she is Assistant Secretary of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Mary Thomas
Notary Public

MARY THOMAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TH0012016
QUALIFIED IN ONEIDA COUNTY
MY COMMISSION EXPIRES AUGUST 15, 2027

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 27th day of August, 2025, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Shelley Gray
Notary Public

SHelley ANNE GRAY
Notary Public - State of New York
No. 01GR0020783
Qualified in Onondaga County
Commission Expires Feb. 6, 2028



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francis A. Lowther** of **MARCELLUS**

New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 

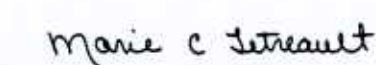
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021





Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

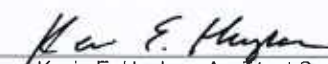
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **August**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,367,684,447	LOSSES	\$ 1,648,831,742
STOCKS	99,502,344	LOSS ADJUSTMENT EXPENSES	169,492,904
CASH AND INVESTED CASH	69,689,826	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	15,148,347
OTHER INVESTED ASSETS	9,969,793	COMMISSIONS	62,360,717
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	30,993,966	OTHER EXPENSES	69,184,511
INVESTMENT INCOME DUE AND ACCRUED	45,630,862	TAXES, LICENSES AND FEES	16,311,579
PREMIUM BALANCES	346,017,428	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,102,552
REINSURANCE RECOVERABLE	62,034,928	UNEARNED PREMIUMS	1,647,964,685
NET DEFERRED TAX ASSET	78,278,940	ADVANCE PREMIUM	3,970,618
UNDISTRIBUTED PAYMENTS	15,607,795	POLICYHOLDER DIVIDENDS	26,972,587
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,148,727	CEDED REINSURANCE NET PREMIUMS PAYABLE	57,879,540
OTHER ASSETS	1,100,106	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	17,071,685
		REMITTANCES AND ITEMS NOT ALLOCATED	10,456,481
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	79,937,444
		PAYABLE FOR SECURITIES LENDING	30,993,966
		ESCHEAT LIABILITY	595,014
		OTHER ACCRUED EXPENSES AND LIABILITIES	4,726
		TOTAL LIABILITIES	\$ 3,873,025,985
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,815,349,416
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,255,633,176
TOTAL ASSETS	\$ 6,128,659,161	TOTAL LIABILITIES & SURPLUS	\$ 6,128,659,161

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

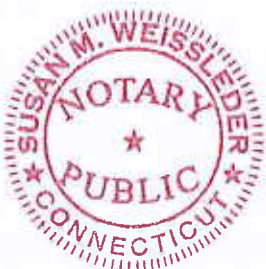
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2024.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2025

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 -014
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation
BID DUE: Project
BID OPENING: September 4, 2025 at 11:00 AM

COMPANY NAME: Gallo Construction Corp.

MAILING ADDRESS: 50 Lincoln Ave. Watervliet, NY

PHONE: (518) 273-0234

EMAIL: kgallo@gallogc.com

WEBSITE: www.gallogc.com

SIGNATURE:

PRINTED NAME/TITLE: Michael A. Gallo-VP

TOTAL OF BID IN FIGURES:

117,100.00

TOTAL OF BID IN WORDS:

one hundred seventeen thousand
one hundred Dollars

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



Gallo Construction

Mohawk River Pedestrian Bridge Rehabilitation Project					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Remove and Replace wood deck pedestrian bridge-Southern Yellow Pine only	1.00	LS	111,100.00	111,100.00
B	Field Change(allowance)	1.00	Allow	\$4,000.00	\$4,000.00
214.0	Maintenance and Protection of Traffic	1.00	Allow	\$1,000.00	\$1,000.00
234.0	Mobilization/ Demobilization to location	1.00	LS	\$1,000.00	\$1,000.00

TOTAL 117,100.00

One hundred Seventeen thousand
One hundred Dollars

Please insert the total on cover page of contract

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Gallo Construction Corp.

(BIDDER)

BY: Michael A. Gallo

VP

(Title)



Gallo Construction Corporation
50 Lincoln Ave
WATERVLIET, New York 12189

Hello,

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

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

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

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

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

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

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

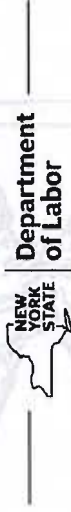
If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

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



Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Gallo Construction Corporation

DBA: Gallo Construction Corp

50 Lincoln Ave

WATERVLIET, New York 12189

Phone Number: 5182730234

Registration Number: 24-63AS5-CR

Date of Issue: 2024-11-22

Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner

New York State Department of
Labor



STATEMENT OF SURETY'S INTENT

To: City of Rome
(Owner)

We have reviewed the Bid of Gallo Construction Corp.
(Contractor)

of 50 Lincoln Avenue, Watervliet, NY 12189
(Address)

for Mohawk River Pedestrian Bridge Rehabilitation Project; RFB-2025-014

(Project)

Bids for which will be received on 09/04/2025
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

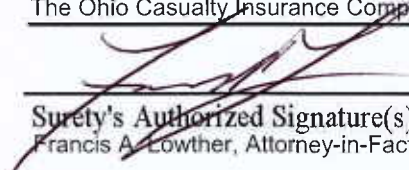
Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York

Attest:



The Ohio Casualty Insurance Company


Surety's Authorized Signature(s)
Francis A. Lowther, Attorney-in-Fact

Attach Power of Attorney

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



(This Form Must Be Completed
and Submitted with the Bid)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Gallo Construction Corp.
50 Lincoln Avenue
Watervliet, NY 12189

SURETY:

(Name, legal status and principal place
of business)
The Ohio Casualty Insurance Company
175 Berkeley St.
Boston, MA 02116

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 North Washington Street
Rome, NY 13440

BOND AMOUNT: *** FIVE PERCENT OF AMOUNT BID *** (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Mohawk River Pedestrian Bridge Rehabilitation Project

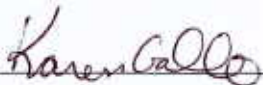
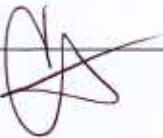
Project Number, if any: RFB-2025-014

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 28th day of August, 2025

(Witness)		Gallo Construction Corp. (Principal)	 (Seal)
		(Title) Michael A. Gallo, Vice President	
		The Ohio Casualty Insurance Company	
(Witness)		(Surety)	 (Seal)
		(Title) Francis A. Lowther, Attorney-in-Fact	

Init.

INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

CORPORATION ACKNOWLEDGMENT

State of New York
County of Albany

On this 28th day of August, 2025, before me personally appeared Michael A. Gallo to me known, who being by me duly sworn, did depose and say: that he/she resides at Troy NY; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

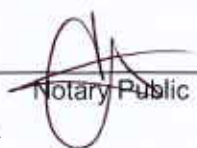

Notary Public

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 28th day of August, 2025, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

CHELSEA E. FOLLETT
Notary Public - State of New York
No. 01FO6399723
Qualified in Onondaga County
My Commission Expires Oct. 28, 2027


Notary Public



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

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

Certificate No: 8211232 - 837023

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsa E. Follett, Edward J. Reagan, Felicity A. Gray, Francis A. Lowther, Matthew J. Capriotti

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2024.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



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

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

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

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

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

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



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 -014
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation
BID DUE: Project
BID OPENING: September 4, 2025 at 11:00 AM

COMPANY NAME: MLCS Construction LLC
MAILING ADDRESS: 306 County Highway 150, St. Johnsville
Ny, 13452
PHONE: 315-868-6169
EMAIL: mstallman@mlcsconstruction.com
WEBSITE: -
SIGNATURE: Matthew Stallman
PRINTED NAME/TITLE: Matthew Stallman, Owner

TOTAL OF BID IN FIGURES: \$123,000.00

TOTAL OF BID IN WORDS: One hundred twenty three thousand dollars
and zero cents.

PLEASE ATTACH BID AMOUNT IN CERTIFIED CHECK TO THIS PAGE



Mohawk River Pedestrian Bridge Rehabilitation Project					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Remove and Replace wood deck pedestrian bridge-Southern Yellow Pine only	1.00	LS	\$117,000	\$117,000
B	Field Change(allowance)	1.00	Allow	\$4,000.00	\$4,000.00
214.0	Maintenance and Protection of Traffic	1.00	Allow	\$1,000.00	\$1,000.00
234.0	Mobilization/ Demobilization to location	1.00	LS	\$1,000.00	\$1,000.00
TOTAL				\$123,000	

Please insert the total on cover page of contract

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

MLCS Construction LLC
(BIDDER)

BY: Matt Smith

Owner
(Title)

Bid Bond

CONTRACTOR: (Name, legal status and address)
MLCS Construction, LLC
306 County Highway 150
Saint Johnsville, NY 13452

OWNER: (Name, legal status and address)
City of Rome
198 N. Washington Street
Rome, NY 13440

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

PROJECT: (Name, location or address, and Project number, if any)
Remove and replace existing wood timber decking for the Mohawk River Pedestrian Bridge.

SURETY: (Name, legal status and principal place of business)
OLD REPUBLIC INSURANCE COMPANY
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and the 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

Matthew E. Stallman (Principal) (Seal)
Matthew E. Stallman, Owner
OLD REPUBLIC INSURANCE COMPANY
(Title) (Seal)

Joseph Cardinal (Witness)
Joseph Cardinal
(Title) (Seal)
Gary A. Cardinal, Attorney-in-Fact
(Title) (Seal)

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.

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ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York
COUNTY OF Herkimer
SS:)

On the 4th day of September in the year 2005, before me, the undersigned, personally appeared Matthew Stallman 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.

TAMMY L. CHMIELEWSKI
Notary Public, State of New York
No. 01CH6078056
Qualified in Herkimer County
Commission Expires 7/22/ 2016

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York
COUNTY OF Erie
SS:)

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

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	\$2,453,673.474
Common stocks	565,874.958
Cash, cash equivalents and short-term investments	163,642.536
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	186,816.684
Premiums and considerations - uncollected premiums and agents' balances in the course of collection	784,339.889
Deferred premiums, agents' balances and instalments booked but deferred and not yet due	7,721,924
Accrued retrospective premiums	221,993
Funds held by or deposited with reinsured companies	821,389
Other amounts receivable under reinsurance contracts	956,961
Amounts recoverable from reinsurers	163,559,260
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
TOTAL ADMITTED ASSETS	\$4,394,004,124

LIABILITIES AND SURPLUS

Losses	\$1,229,821,698
Reinsurance payable on paid losses and loss adjustment expenses	16,341,385
Loss adjustment expenses	211,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	29,624,639
Taxes, licenses and fees (excluding federal income taxes)	69,948,061
Current federal income taxes	17,483,036
Net deferred tax liability	0
Unearned premiums	357,274,860
Dividends declared and unpaid - policyholders	136,048
Ceded reinsurance premiums payable (net of ceding commissions)	624,792,449
Funds held by company under reinsurance treaties	103,123,318
Amounts withheld or retained by company for account of others	210,127,614
Remittances and items not allocated	44,503,076
Provision for reinsurance	56,901,076
Payable to parent, subsidiaries and affiliates	3,883,933
Other liabilities	13,599,746
TOTAL LIABILITIES	\$2,985,916,041
Common capital stock	3,800,004
Surplus notes	166,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,415,657
SURPLUS AS REGARDS POLICYHOLDERS	\$1,408,088,083
TOTAL LIABILITIES AND SURPLUS	\$4,394,004,124

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

))

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

GARY A. CARDINALE, SALVATORE CARDINALE, JOSEPH CARDINALE OF CHEEKTOWAGA, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TEN MILLION (\$10,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of July 2023

OLD REPUBLIC INSURANCE COMPANY

Vice President

Alan Pavlic



STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of July 2023

Karen J. Haffner

and COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Hanson

Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 4th day of September 2025

September 2025

Kathryn R. Hanson

Assistant Secretary

95-0027

ORSC 11008 (8-83)

WORLD WIDE BONDING AGENCY

JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 -014
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation
BID DUE: Project
BID OPENING: September 4, 2025 at 11:00 AM

COMPANY NAME: Rome Building Contractors Inc.
MAILING ADDRESS: 7944 W. Thomas St.
Rome, NY 13440
PHONE: 315-271-9484
EMAIL: mhoughton.rbc@gmail.com
WEBSITE: _____
SIGNATURE: [Signature]
PRINTED NAME/TITLE: Michael Houghton, President

TOTAL OF BID IN FIGURES: \$175,153.⁰⁰

TOTAL OF BID IN WORDS: One Hundred Seventy-five Thousand One hundred
fifty-three

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



CONTRACT FOR:

RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

in Rome, New York, dated September 4th, 2025 by and between the City of Rome New York, a municipal corporation organized and existing under the laws of the State of New York, having a principal place of business at City Hall, 198 North Washington Street, City of Rome, County of Oneida, State of New York (hereinafter referred to as "**Owner**" or "**City**"), and

Rome Building Contractors Inc., doing business at

7944 W. Thomas St., Rome, NY 13440 (hereinafter referred to as the "**Contractor**").

WITNESS that the **Owner** and the **Contractor** in consideration of the promises and of the mutual covenants, considerations and agreements herein contained, agree to be legally bound as follows:

ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS.

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be a part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal for Bids; Bid or Proposal, and if used, the Bid Booklet; and

1.1.6 All Addenda issued prior to the receipt of the Bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 In case of any conflict or inconsistency between the provisions of this Contract and those of the Specifications, the provisions of this Contract shall govern, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1.1 “**Addendum**” or “**Addenda**” shall mean the Additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 “**Agency**” shall mean a city, county or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government the expenses of which are paid in whole or in part from the City treasury.

2.1.3 “**City**” shall mean the City of Rome, New York. For purposes of this Contract, the word “**City**” includes the “**City Engineer**” and “**Commissioner**”, and “**City**” and “**Owner**” are synonymous and may be used interchangeably.

2.1.4 “**City Engineer**” shall mean an Engineer for the City of Rome, duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.5 “**Commissioner**” shall mean the City of Rome Commissioner of Public Works, or his/her duly authorized representative.

2.1.6 “**Contract**” or “**Contract Documents**” shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.7 “**Contract Work**” shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except “**Extra Work**” as hereinafter defined.

2.1.8 “**Contractor**” shall mean the entity which executed the Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/her successors, personal representatives, executors, administrators, sub-contractors and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.9 “**Days**” shall mean calendar days, except where otherwise specified.

2.1.10 “**Engineer**” or “**Architect**” or “**Project Manager**” shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. For projects on which the City outsources engineering, architecture or management services, any reference to “**City Engineer**” shall be deemed to mean “**Engineer**” or “**Architect**” or “**Project Manager**”, whichever is applicable.

2.1.10(a) “**Employee**” shall mean those persons employed and supervised by **Contractor**, or any **Subcontractor(s)**, to perform the **Work** contemplated under this Contract. For purposes of this Contract, the City of Rome has no obligation to protect any “**Employee**” from any injury or harm as the result of working under this Contract, as said obligation rests solely with **Contractor** and/or **Subcontractor(s)**.

2.1.11 “**Extra Work**” shall mean Work other than that required by the Contract at the time of award, which is authorized by the Commissioner pursuant to Article 16 of this Contract.

2.1.12 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.13 **"Final Approved Punch List"** shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.14 **"Law" or "Laws"** shall mean the Constitution of the State of New York, the City of Rome Charter, a statute of the United States or of the State of New York, a local law of the City of Rome, New York, any ordinance, rule or regulations having the force of law, or common law.

2.1.15 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, material or equipment to be incorporated in the Work.

2.1.16 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.17 **"Notice"** shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended, or to his, their or its duly authorized agent, representative or office; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.

2.1.18 **"Owner"** shall mean the City of Rome, New York. For purposes of this **Contract**, the word **"Owner"** includes the **"City Engineer"** and **"Commissioner"**, and the words **"Owner"** and **"City"** are synonymous and may be used interchangeably.

2.1.19 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.20 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.21 **"Site"** shall mean the area upon or in which the Contractor's operations and work under this Contract are carried on, and such other public areas immediately adjacent thereto as may be designated as such by the Engineer. The word **"Site"** shall not include private property utilized by Contractor for any purpose.

2.1.22 **"Specifications"** shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.23 **"Subcontractor"** shall mean any person, firm or corporation, other than Employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.24 "**Substantial Completion**" shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely complete.

2.1.25 "**Treasurer**" shall mean the Treasurer or Chief Financial Officer of the City of Rome, New York.

2.1.26 "**Work**" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

ARTICLE 2A. NOTICE OF AWARD AND NOTICE TO PROCEED

2A.1 Upon the acceptance of the contractors bid by the **City**, the **City** will issue a "Notice of Award", which shall detail the **Contract** requirements, insurance documents and any other pertinent information. All requirements of the Notice of Award must be submitted to the **City** within ten (10) working days of the Notice. In the event that the **Contractor** fails to submit the correct requirements as determined solely by the **City Engineer**, the **Contractor** will be deemed in non-compliance and will forfeit its bid security to the **City**.

2A.2 The Notice to Proceed will detail the **Contract** time and other details pertinent to the **Contract**, i.e. submittals, listing of subcontractors, contact numbers, etc.

ARTICLE 3. THE WORK AND ITS PERFORMANCE

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

3.2 The **Contractor** will furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work contemplated by this contract as required by and in strict accordance with the applicable plans and specifications prepared by the **City Engineer** or **Engineer** or **Architect**.

RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

3.3 By executing this **Contract**, the **Contractor** is precluded and debarred from pleading misunderstanding or deception because of estimates of quantifies, character, location or other conditions surrounding the **Project Work** covered by the **Contract**.

ARTICLE 3A. COMPENSATION TO BE PAID CONTRACTOR

3A.1 The **City** will pay, and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein.

the total sum of One Hundred Seventy Five Thousand, One Hundred Fifty Three Dollars,

\$ 175,153⁰⁰ this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and/or **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **City Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **City Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, to persons of the general public or public property. **Contractor** and **Subcontractor(s)** are responsible for supervising the safety of their own employees, both on and off the **Work Site**, and maintaining the integrity, condition and safety of any property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **City Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

4.3 Nothing herein shall be interpreted to mean that the **Owner, Commissioner** or **City Engineer** shall have an obligation or duty to supervise the **Contractor's Means and Methods of Construction** in order to protect the safety of **Contractor's or Subcontractors' Employees**, as said obligation or duty rests solely with the **Contractor** or **Subcontractor**.

ARTICLE 4A. SURVEYS, GRADE AND PERMITS.

The **Contractor will be responsible for all** lines and grades necessary for the satisfactory completion of the work called for by this **Contract**. It will be the responsibility of the **Contractor** to adhere to lines and grades provided. If it is determined by the **City Engineer** that adjustments and changes to lines and grades will be necessary, then the **Contractor shall** take direction from the **City Engineer** and make changes accordingly. There is no additional payment made when the **City Engineer** determines it is necessary to make field changes for satisfactory completion of this **Contract**. The **City Engineer** may give the **Contractor** a Miscellaneous Order(s) to correct drainage problems, for which the **City Engineer** will supply grades and elevations. It will be the **Contractor's** responsibility to conform to the grades and elevations contained in said Miscellaneous Order. If **Contractor** does not conform to the ordered grade elevations, the **Contractor** will correct work at his own cost, as directed by the **City Engineer**.

The **Contractor** shall have the right to cut the pavement in any street or alley through which the work herein described is laid out, without any further permits. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the **Contractor**. Upon completion of the **Work** covered by this **Contract**, said license to enter the City's streets or alleys to make cuts shall be revoked.

ARTICLE 5. INSPECTION

5.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site**, and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

5.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 5.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 16. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

5.3 Inspection and approval by the **Commissioner** or **City Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract** or of its obligation to protect its **Employees** from injury or harm for work performed under this **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **City Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

5.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

5.5 Nothing herein shall be interpreted to mean that the inspection authority provided to the **City** by this Article 5 creates any obligation or duty on the **City** to protect the safety of **Contractor's** or **Subcontractors Employees** or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the **Contractor** or **Subcontractor**.

ARTICLE 6. PROTECTION OF WORK AND OF PERSONS AND PROPERTY

6.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect **Employees**, both on and off the **Work Site**, the finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles and the site against any injury, damage, loss, theft and/or vandalism, and in the event of such injury, damage, loss, theft and/or vandalism, it shall promptly secure, remove, replace or repair such **Work**, **Employee**, equipment, materials, tools, machinery, vehicles and the site, whichever the **Commissioner** or **City Engineer** shall determine to be preferable. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Commissioner's** or **City Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

6.2 The **City** may require the **Contractor** to secure, remove, replace or repair any **Employee**, finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles, which, in the opinion of the **City**, **Commissioner** or **City Engineer**, is/are a danger to persons of the public or public property.

6.3 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors** operations or storage under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, signage, barricades and enclosures.

6.4 The **Contractor** shall notify the **Commissioner, Treasurer**, the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier in writing, of any loss, damage or injury to **Work**, persons or property arising out of the operations or storage of the **Contractor** and/or its **Subcontractors** under this **Contract**, or any accidents on the **Site**, within thirty (30) days of the occurrence. The **Contractor's** notice to the insurance carrier must expressly specify that "this notice is being given on behalf of the City of Rome, New York as additional insured as well as [the **Contractor**] as named insured." Within three (3) **Days** after the notice to the **Contractor** of the happening of any such loss, damage or injury to **Work**, persons or property, or any accidents, the **Contractor** shall make a full and complete report thereof in writing to the **City Engineer**.

6.4.1 Notice to the **Treasurer** pursuant to 6.3 shall specify the name of the **Contract**, the date of the incident, the location (street address) of the incident, the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to Article 12 of this **Contract**. Such notice shall be sent to the Corporation Counsel's Office, Suite 3A, City Hall, 198 North Washington Street, Rome, New York 13440.

6.5 If any person or property sustains any loss, damage, cost, expense or injury arising out of the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, arising from or in any way related to such operations, or failure to comply with any of the provisions of this **Contract** or of the **Law**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.6 The **Contractor** shall, at its own expense, defend, indemnify and hold the **City** harmless from any and all claims (even if the allegations of the suit are without merit) or judgments for damages (including, but not limited to, delay damages from **Other Contractors**) and from costs and expenses to which **City** may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the **Contractor** and/or its **Subcontractors**, or their failure to comply with the provisions of this **Contract** or of the **Laws**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.7 To the extent required by law, by public authority or by local conditions, the **Contractor** will adequately protect adjacent property and will provide and maintain all passage ways, railroad crossings, guard fences, lights and other facilities for protection.

6.8 In the event of the existence of an unsafe condition at the work site, which in the opinion of the **City**, endangers the health, safety or welfare of the public or the well-being, condition or

integrity of any property, the **City** will contact the **Contractor** at its Emergency contact number. If **Contractor** does not abate the unsafe condition to **City's** satisfaction within the time period set by **City**, **City** may use its own resources to abate the unsafe condition. Any costs to **City**, including all material and labor costs, will be charged to **Contractor** and may be withheld from payments due to **Contractor**.

6.8.1 In the event the **City** abates the unsafe condition pursuant to Section 6.8, the **Contractor** shall indemnify and hold the **City** harmless as provided for at Sections 6.5 and 6.6 of this **Contract** for any injury, loss, damage, cost or expense to any person or property arising out of the work performed by **City** to abate the unsafe condition.

6.8.2 Nothing in Section 6.8 of this **Contract** shall be construed to establish a duty or obligation on the **City** to protect the safety, health or well-being of **Contractor**, **Subcontractor(s)** and/or **Employees** or to protect the well-being, condition or integrity of property affected by this Agreement, as said duties and obligations rest solely with the **Contractor** and/or **Subcontractor**.

6.9 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

6.10 Contractor will immediately notify Owner of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party. Contractor will also immediately notify the Rome Police Department or Oneida County Sheriff's Department, (dependent on location), of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party.

6.11 Nothing herein shall be interpreted to mean that the **City** has an obligation or duty to protect the safety of **Contractor's/Subcontractors' Employees** or to protect the safety, condition or integrity of any private property, as said obligation and duty rest solely with the **Contractor** or **Subcontractors**.

6.12 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

ARTICLE 7. COMMENCEMENT AND PROSECUTION OF THE WORK

7.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 3 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

7.2 Time for completion of the **Work** as specified shall be: November 14, 2025
Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders (Section 200).

ARTICLE 8. PROGRESS SCHEDULES

8.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** with this **Contract**, unless otherwise directed by the **City Engineer**, shall submit to the **City Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **City Engineer**, and monthly cash flow requirements, showing:

8.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

8.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

8.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

8.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

8.2 The proposed schedule shall be revised as directed by the **City Engineer**, until finally approved by the **City Engineer**, and after such approval, shall be strictly adhered to by the **Contractor**.

8.3 If the **Contractor** shall fail to adhere to the approved progress schedule, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

8.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 9. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

9.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed at article 7.2 or as set forth in the General Conditions, or within the time to which such **Substantial Completion** may be extended as permitted by the **Commissioner**.

9.2 Determining the Date of **Substantial Completion**: The **Work** shall be deemed to be substantially complete when the two conditions set forth in 9.2.1 and 9.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

9.2.1 Inspection: The **City Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

9.2.2 Approval of the Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **City Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **City Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **City Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are

unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

9.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of **City Engineer's** inspection if, upon such inspection, the **City Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

9.4 Request for Inspection: Inspection of the **Work** by the **City Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **City Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **City Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.6 Initiation of Inspection by the **City Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** may initiate such inspection or re-inspection.

ARTICLE 10. LIQUIDATED DAMAGES

10.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in article 7.2 or as set forth in the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to article 32 of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

10.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

10.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 11. ASSIGNMENTS

11.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

11.2 Such assignment, transfer or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

11.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sub-lessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

11.4 The provisions of this clause shall not hinder, prevent or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

11.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

ARTICLE 12. INSURANCE

12.1 General Requirements for Insurance Policies. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the Owner; nor shall the Contractor allow any Sub-Contractor to commence work on his Sub-Contractor until all similar insurance required of the Sub-Contractor has been so obtained and approved. Where applicable, all Insurance required shall be maintained throughout the term of this **Contract** and said Insurance coverage shall be "occurrence" based rather than "claim-made". All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the **City** is an insured under the policy.

12.2. Types of Insurance.

12.2.1 Compensation Insurance - The Contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all of such Contractor's employees who will be engaged in work at the site of the project and if any part of this contract is sublet, the Contractor will require his Sub-Contractor to maintain such insurance for all of the Sub-Contractor's employees who will be so engaged unless the latter's employees are protected by the Contractor's Compensation Insurance.

12.2.2 Commercial General Liability Insurance - The **Contractor** shall provide a Commercial General Liability Insurance Policy in an amount not less than **\$2,000,000.00**, in the **Contractor's** name and naming the **City** as an Additional Insured thereunder and endorsed to cover the liability assumed by the **Contractor** under the indemnity provisions of this **Contract**. The insurance policy shall be maintained throughout the term of this **Contract** and shall protect the **City**, the **Contractor** and/or its **Subcontractors** performing **Work** at the **Site** from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this **Contract**.

12.1.3 Public Liability Insurance in an amount not less than **\$2,000,000** for injuries, including wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than **\$2,000,000** on account of one accident;

12.1.4 Employer's Liability Insurance: The **Contractor** shall provide Employer's Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the insured; and

12.1.5 Automobile Liability Insurance: The **Contractor** shall provide commercial auto liability insurance covering all owned, non-owned and hired vehicles to be used in connection with this **Contract**.

12.3 Miscellaneous Provisions.

12.3.1 Notice under the Policy to the City as an Additional Insured shall be addressed to each of the following: (1) the **Commissioner**; and (2) the **Corporation Counsel's Office**, at Rome City Hall, 198 North Washington Street, Rome, New York 13440;

12.3.1(a) Notwithstanding any provision of this **Contract** to the contrary, notice by or on behalf of the **City** as an Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the **Commissioner**; however, in no event shall "as soon as practicable" be a period of less than one hundred eighty (180) **Days** thereafter; and

12.3.1(b) Notice of Cancellation of Policy. In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless thirty (30) **Days** prior written notice is sent to the Named Insured by Registered Mail and also sent by Registered Mail to both the **Commissioner** and the **Corporation Counsel's Office**, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior written consent of the **Commissioner**.

12.3.2 Proof of Insurance:

12.3.2(a) Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, file a Certificate of Insurance with the

Commissioner and the **Corporation Counsel**. Such certificate(s) shall certify insurance coverage in all ways in conformance with this article and shall include the following, or similar, text: "The above-named broker/producer represents and warrants to the **City** that it is an Additional Insured under the insurance policies listed herein and that such policies are in full compliance with the **Contract**."

12.3.2(b) Certificates confirming renewals of insurances shall be submitted to each of the **City** offices specified in 12.3.1, not less than thirty (30) **Days** prior to the expiration date of coverage until all operations under this **Contract** are deemed complete.

12.3.2(c) Failure to submit the required certificate(s) of insurance or renewals, will permit the **City** to postpone the commencement of or cease **Work** on the **Project** until such time the **Contractor** complies with this article. The **City** shall assume no liability for postponing or ceasing **Work** under this article; however, the **Contractor** may be liable to the **City** for any expenses or cost the **City** incurs due to said postponement or delay.

ARTICLE 13. MONEY RETAINED AGAINST CLAIMS

13.1 If any claim shall be made by any person or entity (including other **Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City**:

13.1.1 For an alleged loss, damage, injury, theft and/or vandalism of the kind referred to in Article 6, which in the opinion of the **Corporation Counsel**, may not be covered by the contingent liability, commercial general liability or property damage insurance policy, or which, together with previously filed claims, is in excess of the amount payable under such policies; or

13.1.2 For damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**.

13.2 The amount of such claims as referred to in article 13.1.1 and 13.1.2, or so much thereof as the **Commissioner** or the **Corporation Counsel** may deem necessary, may be withheld by the **Treasurer**, as security against such claim, from any money due hereunder. The **Commissioner**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

13.3 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Treasurer** shall pay such judgment or admitted claim out of the monies retained by the **Treasurer** under the provisions of this article, and return the balance, if any without interest, to the **Contractor**.

13.4 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Commissioner** and **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain from the monies due or to become due under this **Contract**, so much of monies as shall be sufficient to pay the amount claimed in said notice, together

with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until such time the **Contractor** submits to the **Commissioner** a Release of Liens and notice, showing all liens thereon are discharged pursuant to **Law**. No interest shall be paid by **City** to **Contractor** for monies held pursuant to a lien or liens properly filed.

ARTICLE 14. MAINTENANCE AND GUARANTEE

14.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Final Payment**, except where other periods of maintenance and guarantee are provided for.

14.2 As security for the faithful performance of its obligations hereunder, the **Contractor** must deliver to the **Owner** an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the **Owner**.

14.3 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than the expiration of the one (1) year period or other periods provided for herein.

14.4 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others, for which **Contractor** may be liable for additional costs or expenses the **Owner** incurs for performing said work.

14.5 If a security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

14.6 The **City Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

ARTICLE 15. CHANGES

15.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

15.2 Contract changes will be made only for **Work** necessary to complete the **Work** included in the original scope and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work**.

15.3. The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the ways:

15.3.1 By applicable unit prices specified in the **Contract**; and/or

15.3.2 By agreement of a fixed price; and/or

15.3.3 By time and material record; and/or

15.3.4 In any other manner approved by the **Commissioner** or **Treasurer**.

15.4 Any construction **Contract** increase and any change to the **Contract** for construction-related professional services that cumulatively exceed the greater of ten percent (10%) of the **Contract** price or one hundred thousand dollars (\$100,000.00) shall be approved by the Board of Estimate & Contract and/or the Common Council of the City of Rome.

16. EXTRA WORK AND METHODS OF PAYMENT FOR EXTRA WORK

16.1 The **Owner** may at any time, by a written order, and without notice to the sureties, required the performance of such **Extra Work** or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the **Contractor** for any **Extra Work**, as so ordered, shall be determined as follows:

16.1(a) By such applicable unit prices, if any, as are set forth in the contract; and/or

16.1(b) If no unit prices are so set forth, then by a lump sum mutually agreed upon by the **Owner** and the **Contractor**; and/or

16.1(c) If no such unit prices are set forth and if the parties can not agree upon a lump sum, then by the actual net cost in money to the **Contractor** or the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such extra work, plus such rental for plant and equipment (other than small tools) required and approved for such **Extra Work**, plus fifteen percent (15%) as compensation for all other items of profit, and costs or expenses including administration, overhead, superintendence, Insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowance made by the **Contractor** to **Subcontractors**, additional premiums upon the performance bond of the **Contractor**, and the use of small tools. The provisions hereof shall not affect the power of the **Contractor** to act in case of emergency, as hereinafter provided.

16.2 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall be computed in accordance with the items Article 16.1(c). If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in 16.1(c). If the cost of omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

ARTICLE 17. OMITTED WORK

17.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant article 20, the **Contract** price shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted shall be considered, but shall not be the determining factor.

17.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in article 17.4.

17.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to article 17.4.

17.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, **Contractor** shall be paid for such material and/or equipment; provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

17.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted work.

ARTICLE 18. THE CITY ENGINEER

18.1 The **City Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. In relation to this **Contract** and the Project, the **City Engineer** shall, with the consent and designation by the **Commissioner**, have the power to perform any act, power, determination or approval of the **Commissioner**; however, the **City Engineer** has no duty or obligation to protect the safety of **Employees** of **Contractor** or any **Subcontractors**, either on or off the **Work Site**, or to protect the safety, integrity or condition of private property;

18.2 The **City Engineer** shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work;

18.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend all or any part of the **Work**;

18.5 Upon request, the **City Engineer** shall confirm in writing any oral order, direction, requirement or determination; and

18.6 The **City Engineer** may at any time demand that the **Contractor** submit samples of material for testing to demonstrate that they conform to the specifications. Samples shall be furnished at the expense of **Contractor**.

ARTICLE 19. CONTRACTOR

19.1 In the performance of the work, the **Contractor** shall abide by all orders, directions and requirements of the **City Engineer** and shall perform all work to the satisfaction of the **City Engineer**, and at such time and places, by such methods and in such manner and sequence as he may require.

19.2 The **Contractor** shall employ no plant, equipment, materials, methods or men to which the **City Engineer** objects, and shall remove no plant, materials, equipment or other facilities from the **Work Site** without the **City Engineer's** permission.

19.3 The **Contractor** will employ at the **Work Site**, during the performance of **Work** under this **Contract**, a competent foreman, or superintendent, who shall be satisfactory to the **City Engineer**, and who shall not be changed except with the consent of the **City Engineer** unless he shall cease to be in the employ of the **Contractor**. Such foreman, or superintendent, shall represent and have full authority to act for the **Contractor** in his absence and all directions given such foreman, or superintendent, shall be as binding as if given to the **Contractor**.

19.4 Contractor may not perform any work without the presence of a competent foreman or superintendent.

19.5 Contractor will be subject to liquidated damages, in the amount set forth in the Information to Bidders, for each calendar day that it fails to employ a competent foreman or superintendent at the site of the work. Said amount shall be deducted from any money due the **Contractor** not as a penalty but as liquidated damages.

19.6 The **Contractor** represents and warrants:

19.6.1 That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and

19.6.2 That such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property; and

19.6.3 That he has carefully examined the plans, the specifications, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

19.7 Contractor shall attend a mandatory weekly / bi-weekly meeting with Engineer

19.8 Contractor is solely responsible for the safety and protection of its **Employees**, either on or off the **Work Site**, and the protection of the condition, safety and integrity of any property affected by this **Contract**.

19.9 If at any time before the final acceptance of the work, any material is discovered which does not comply with the **Contract Documents**, such material shall be removed by **Contractor** within seven (7) days of written notice from **Owner**, solely at Contractor's expense, and shall be replaced at Contractor's expense.

19.10 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

ARTICLE 20. COMMISSIONER

20.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

20.1.1 To review and make final determinations on any and all questions in relation to this **Contract** and its performance;

20.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** or the omission of **Contract Work**;

20.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

20.1.3(a) In the interest of the **City** generally; or

20.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project**; or

20.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

20.1.4 The **Commissioner** shall have the express authority to designate the **City Engineer** to perform any or all matters elsewhere herein expressly made subject to the **Commissioner's** determination, direction or approval, as well as those matters identified at Articles 20.1.3(a), 20.1.3(b) and 20.1.3(c).

20.1.5 Nothing herein shall create a duty or obligation on the **Commissioner** to protect the health, safety or well being of **Employees of Contractor or Subcontractor**, or to protect the integrity, safety or condition of private property, as said obligation or duty rests solely with the **Contractor** and/or **Subcontractor**.

ARTICLE 21. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

21.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner** or the **City Engineer**:

21.1.1 To determine the amount, quality and location of the **Work** to be paid hereunder;

21.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications** and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein;

21.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend any part of the **Work**, but not the whole thereof;

21.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

21.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

21.2 The **Engineer** shall, on **Projects** for which the **City Engineer** does not perform engineering or construction management duties, have the power to perform those activities, determinations, approvals, etc., specifically designated to the **City Engineer**.

ARTICLE 22. EMPLOYEES

22.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

22.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed, and whenever the **Commissioner** or **City Engineer** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it;

22.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or **Other Contractors** or their **Subcontractors** pursuant to other **Contracts**, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to act against it in a manner the **Commissioner** may deem proper.

ARTICLE 23. LABOR LAW

23.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended.

23.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 224-d, as amended, that:

23.2.1 No laborer, workman or mechanic in the employ of the **Contractor** or **Subcontractor**, or other person doing or contracting to do the whole or a part of the

Work contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States of America. In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of this section must be made pursuant to the provisions of the war emergency dispensation act of nineteen hundred forty-two, and such dispensation granted pursuant thereto, before any laborer, workman or mechanic may be employed beyond the hours specified in this section.

23.2.2 Prevailing Rate of Wages: The wages to be paid for a legal day's work, as herein before defined, to laborers, workmen or mechanics employed under this contract, shall not be less than the prevailing rates of wages as ascertained by the Treasurer of the City of Rome, or as found from time to time from the New York State Department of Labor, Albany, New York. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

23.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings, at the **Site** or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article. **City** shall have no duty or obligation to protect the safety, health or well-being of **Employees** or to protect the integrity, safety or condition of property, as said duties and obligations rest solely with the **Contractor**.

23.4 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor **Law**.

23.5 At the time the **Contractor** makes application for each partial payment, the **Contractor** shall submit to the **Commissioner** or **City Engineer** a written payroll certification of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor **Law** 220. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

23.6 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor **Law** for the award of the **Contract**.

23.7 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and the grounds for cancellation thereof by the **City**.

ARTICLE 24. PAYROLL REPORTS

24.1 The **Contractor** shall maintain on the **Site** all the original payrolls or transcripts thereof which the **Contractor** and **Subcontractor(s)** are required to maintain pursuant to Labor Section 220.

The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Commissioner, City Engineer** or **Treasurer**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Commissioner, City Engineer** or **Treasurer**, that the provisions of this **Contract** and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

24.2 When directed by the **City Engineer**, the **Contractor** or **Subcontractor** shall provide the **City Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

ARTICLE 25. CONTRACT PRICE

25.1 City will pay and the **Contractor** agrees to accept in full consideration for Contractor's performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices upon which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** or **City Engineer**, less credit for any **Work** omitted under this **Contract**.

ARTICLE 26. BID BREAKDOWN ON LUMP SUM

26.1 Within fifteen (15) **Days** after the commencement date specified in Notice to Proceeds, unless otherwise directed by the **City Engineer**, the **Contractor** shall submit to the **City Engineer** a breakdown of its bid price, or of lump sum bid for items of the **Contract**, showing various operations to be performed under the **Contract**, as directed in the progress schedule required under this **Contract**, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **City Engineer**.

26.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **City Engineer**.

26.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **City Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, the **City Engineer** or the **Engineer** for any purpose whatsoever.

ARTICLE 27. PAYMENT AND PARTIAL PAYMENTS

27.1 From time to time as the **Work** progresses satisfactorily but not more often than once a month, the **Contractor** may submit to the **City Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period. The **City Engineer** will process a payment monthly unless the payment request does not exceed one thousand (\$1000) dollars. If the payment is less than one thousand (\$1000) dollars, the **Owner** reserves the right to carry forward the value of work until the next process for payment. The **Owner** will pay the **Contractor** in accordance with the terms of this

contract less any amount previously paid the contractor which have not been suitably discharged and less any retained amount as hereafter described.

27.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

27.3 The **Contractor** shall also submit to the **Commissioner** or **City Engineer**, in connection with every application for partial payment, a verified statement setting forth the information required under Labor **Law** Section 220-a.

27.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **City Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the term of this **Contract** or by **Law**.

ARTICLE 28. PROMPT PAYMENT

28.1 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

28.2 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 29. FINAL PAYMENT

29.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, including Release of Liens, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 14. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

29.2 Preparation of Final Voucher: Upon determining the balance due hereunder, other than on account of claims, the **City Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

29.2.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **City Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

29.2.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Treasurer** within thirty (30) **Days** after the filing of such voucher in his/her office.

ARTICLE 30. OWNER'S RIGHT TO WITHHOLD PAYMENTS.

30.1 The **Owner** may withhold from the **Contractor** so much of any approved payments due him as may in the judgment of the **Owner** be necessary:

30.1(a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

30.1(b) to protect the **Owner** from loss due to defective work not remedied; or

30.1(c) to protect the **Owner** from loss due to injury to persons or damage to the work or property of other **Contractors**, **Sub-Contractors**, or any of his **Sub-Contractors**.

30.2 The **Owner** shall have the right to apply any such amounts so withheld in such manner as the **Owner** may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the **Contractor**.

ARTICLE 31. ACCEPTANCE OF FINAL PAYMENT

31.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise invalid, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** final requisition pursuant to the terms of this **Contract**.

31.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Treasurer** from the final payment as certified by the **City Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

31.3 Should the **Contractor** refuse to accept final payment as tendered by the **Treasurer**, it shall constitute a waiver of any right to interest thereon.

**ARTICLE 32. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN
DEFAULT**

32.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

32.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner** or **City Engineer**; or if

32.1.2 The **Contractor** shall abandon the **Work**; or if

32.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner** or **City Engineer**; or if

32.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner** or **City Engineer**, to complete the **Work** in accordance with the Progress Schedule; or if

32.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

32.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

32.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

32.1.8 A receiver or receivers are appointed to take charge of **Contractor's** property or affairs, which is not dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if

32.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

32.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

32.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

32.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

32.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

32.1.14 The **Contractor** or any of its officers, directors, partners, five percent (5%) shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omission of an illegal nature; or if

32.1.15 The **Contractor** shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if

32.1.16 The **Contractor** shall fail to make prompt payment to persons supplying labor or materials for the work; or if

32.1.17 The **Contractor** shall fail or refuse to regard and adhere to the **Laws** or ordinances that apply to this Contract, or the instructions of the **City Engineer**;

32.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 33. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

33.1 The right to declare **Contractor** in default for any of the grounds specified or referred to in the previous article shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

33.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 34. QUITTING THE SITE

34.1 Upon receipt of such Notice of Default the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

ARTICLE 35. COMPLETION OF THE WORK

35.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or

otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

35.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract Documents**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

35.3 The expense of such completion, including any and all related and incidental costs, as co certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 36. PARTIAL DEFAULT

36.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any other Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

36.2 The provisions of this **Contract** relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 37. PERFORMANCE OF UNCOMPLETED WORK

37.1 In completing the whole or any part of the **Work** under the provision of this **Contract**, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in this **Contract**, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 38. OTHER REMEDIES

38.1 In addition to the right to declare the **Contractor** in default pursuant to this **Contract**, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to

complete or cause to complete in the same manner as described in this **Contract**, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of this **Contract**.

38.2 Any remedies contained in the **Contract** shall be in addition to any and all other legal or equitable remedies available to the parties.

38.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

ARTICLE 39. TERMINATION BY THE CITY

39.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contract**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

39.1.1 Stop **Work** on the date specified in the notice;

39.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

39.1.3 Cancel all cancelable orders for material and equipment;

39.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any no-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

39.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

39.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** will be for work completed prior to the termination:

39.2.1 On lump sum **Contracts** or on lump sum items, payment shall be on a pro rata portion of the lump sum bid amount, plus approved change orders, based on the percent completion of **Work**, as determined by the **Commissioner** less all payments previously made to the **Contractor**. For purpose of determining the pro rata portion of this lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted by **Contractor** for this **Contract** shall be considered but not dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

39.2.2 On unit price contracts or items, payment for all completed units will be the unit price stated in the **Contract**, and for units that have been ordered but are only partially completed, payment will be a pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit, less any payments previously made pursuant to this **Contract**.

39.3 In no event shall any payments under this article exceed the **Contract** price for such items.

39.4 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise affect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

39.5 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to this **Contract**, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by **Contractor**.

ARTICLE 40. NO DISCRIMINATION

40.1 The **Contractor** specifically agrees that:

40.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

40.1.2 It will not engage in any unlawful discrimination against any employees or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

40.1.3 It will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

40.2 Remedies for Violating Non-Discrimination:

40.2.1 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of one hundred dollars (\$100.00) for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; 40.2.2 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation(s) of the terms or conditions of this article.

ARTICLE 41 . MISCELLANEOUS PROVISIONS

41.1 **No Claims Against Officers, Agents or Employees:** No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connections with this **Contract**.

41.2 Notices: The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**. Nothing herein shall preclude, or render inoperative the service of any notice, direction or communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

41.3 Unlawful Provisions Stricken: If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without effecting the binding force of the remainder.

41.4 All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party may be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

41.5 Tax Exemption: The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

41.6 Choice of Law, Consent to Jurisdiction and Venue: This **Contract** shall be deemed to be executed in the **City** of Rome, New York, County of Oneida, New York, State of New York regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable. The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York or Courts of the United States located in Oneida County, New York.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

THE CITY OF ROME, NEW YORK

By: _____
(Signature of Mayor)

(Printed Name of Mayor)
MAYOR

Rome Building Contractors Inc.
(Contractor's Name)

By: _____
(Signature of Executing Officer)

Michael Houghton
(Printed Name of Officer)
President
(Title)

City Clerk

(ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT)

STATE OF NEW YORK }
 } ss,
COUNTY OF ONEIDA }

On this _____ day of _____, 2024 before me personally
came and appeared _____
to me known, who being duly sworn, did depose and say that he/she is the
_____ of the City of Rome, New York, described herein, and he/she
executed the foregoing instrument; that by virtue of the authority conferred on him by law he/she
subscribed his name to the foregoing instrument and that he/she executed the same for the purposes
therein mentioned.

Notary Public

(seal)

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF New York } ss.

COUNTY OF Oneida }

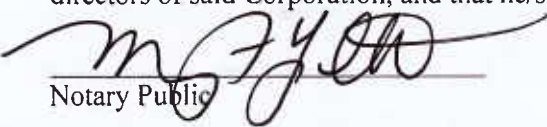
On this 4th day of September, 2025 before me

personally, came and appeared Michael Houghton

to me personally known, who being by me duly sworn did depose and say that he resides

at 220 N. Washington St, Rome, NY 13440; that he/she is the

President of Rome Building Contractors Inc., the corporation described herein, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said Corporation, and that he/she signed his name thereto by like order.


Notary Public

MARGOT Y. CHESTNUT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6230372
Qualified in Oneida County
Commission Expires November 1, 2026

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____ } ss

COUNTY OF _____ }

On this _____ day of _____, 2025 before me personally

came and appeared _____ to me personally known, and known to me to be one of the members of the firm

_____, the partnership described herein, and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

(seal)

STATE OF NEW YORK
WORKERS COMPENSATION BOARD
APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the
Insurance Carrier:

SUN2 Insurance Solutions, LLC c/o Group Management Svcs.

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to be filed with

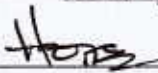
Name: Rome Building Contractors Inc.
(Name of Bureau, Department, Corporation, Firm or Individual)

Address: 7944 W. Thomas St. Rome, NY 13440

Locations of operations: 7944 W. Thomas St.
Rome, NY 13440

Date operations to begin: 12/8/2025

Telephone No.: 315-271-9484

Signature: 
Michael Houghton, President
(Name & Title)

Rome Building Contractors Inc.
(Name of Employer)

9/4/25
(Date)

NOTE: This application must be signed by the Employer if an individual, or if a co-partnership by member of the co-partnership, or by an officer if a corporation.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that Rome Building Contractors Inc.
(name of individual, partnership or corporation)

is insured with United Wisconsin Insurance Co.
(name of insurance provider)

under Policy No. WC 537-00661-024-52 covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from 12/23/24

To 10/1/25. If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and ten (10) days written notice in the event of cancellation for non-payment of premiums.

Signature: 
Michael Houghton, President
(Name and Title)

Telephone No. 315-271-9484

Title President

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Rome Building Contractors Inc.
(BIDDER)

BY: Michael Houghton
President
(Title)

PROJECT: RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

EMERGENCY CONTACT NUMBERS

Contact Michael Houghton
Name or Names of person(s) to be contacted in case of emergency

CONTACT PERSON	NOS. CAN BE REACHED AT*
1. <u>Michael Houghton</u>	<u>315-271-9484 (C)</u>
2. <u>Justin Gualtieri</u>	<u>315-525-2485 (C)</u>
3. _____	_____

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

CONTACT PERSON	NOS. CAN BE REACHED AT*
1. <u>Michael Houghton</u>	<u>315-271-9484 (C)</u>
2. <u>Justin Gualtieri</u>	<u>315-525-2485 (C)</u>
3. _____	_____

* Please indicate land line telephone, cell-phone and pager numbers (if applicable)
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

Mohawk River Pedestrian Bridge Rehabilitation Project					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Remove and Replace wood deck pedestrian bridge-Southern Yellow Pine only	1.00	LS		169,153.00
B	Field Change(allowance)	1.00	Allow	\$4,000.00	\$4,000.00
214.0	Maintenance and Protection of Traffic	1.00	Allow	\$1,000.00	\$1,000.00
234.0	Mobilization/ Demobilization to location	1.00	LS	\$1,000.00	\$1,000.00
TOTAL					175,153.00

Please insert the total on cover page of contract



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Rome
Joseph Guiliano
198 Wahington Street
Rome NY 13440

Schedule Year 2025 through 2026
Date Requested 08/18/2025
PRC# 2025010391

Location Harborway
Project ID#
Project Type remove and replace wood deck on pedestrian bridge

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number:	<u>86-2378962</u>		
Name:	<u>Rome Building Contractors Inc.</u>		
Address:	<u>7944 W. Thomas St.</u>		
City:	<u>Rome</u>	State:	<u>NY</u>
		Zip:	<u>13440</u>
Amount of Contract:	<u>\$175,153.⁰⁰</u>	Contract Type:	
Approximate Starting Date:	<u>12/8/25</u>	☒ (01) General Construction	
Approximate Completion Date:	<u>12/22/25</u>	☐ (02) Heating/Ventilation	
		☐ (03) Electrical	
		☐ (04) Plumbing	
		☐ (05) Other :	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

PROPOSAL

To the Board of Estimate and Contract,
City of Rome, NY

Pursuant to and in compliance with your advertisement for bids dated August 19 , 2025 and the information for bidders relating hereto, the undersigned hereby offers to furnish all labor, material, implements, tool, etc., necessary, or proper for, or incidental to:

RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

as required by and in strict accordance with the Plans and Specifications, for the unit prices set opposite the several items which are attached.

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employment of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits therein.

The undersigned also hereby declares that he, or they, have carefully examined the plans, specifications, forms of contract, that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and that he has, or they have, satisfied himself, or themselves, as to all the quantities and conditions and understands that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary material, except that furnished by the City of Rome, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the construction of the aforementioned work in accordance with the plans and specifications for said construction, which plans and specifications it is agreed are a part of this proposal and to accept in full compensation thereof the amount of the summation of the products of the actual quantities multiplied by the unit prices bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurements, or by any changes or alterations in the plans or specifications of the work.

JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

ENGINEERING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
(315) 838-1722
www.RomeNewYork.com

BID NUMBER: RFB - 2025 -014
BID TITLE: Mohawk River Pedestrian Bridge Rehabilitation
BID DUE: Project
BID OPENING: September 4, 2025 at 11:00 AM

COMPANY NAME: Towne County Bridge and Rail Inc.

MAILING ADDRESS: PO Box 16395
Albany, NY - 12212

PHONE: (518) 483-1223

EMAIL: Chris.Hart@TCBR.org

WEBSITE:

SIGNATURE: 

PRINTED NAME/TITLE: Christopher A. Hart Secy/Treas.

TOTAL OF BID IN FIGURES: \$ 143,808.00

TOTAL OF BID IN WORDS: One Hundred Forty Three Thousand
Eight Hundred Eight Dollars and no cents.

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



Mohawk River Pedestrian Bridge Rehabilitation Project					
Item #	Description	Quantity	Unit	Unit Price	Amount
A	Remove and Replace wood deck pedestrian bridge-Southern Yellow Pine only	1.00	LS	\$ 137,808.00	\$ 137,808.00
B	Field Change(allowance)	1.00	Allow	\$4,000.00	\$4,000.00
214.0	Maintenance and Protection of Traffic	1.00	Allow	\$1,000.00	\$1,000.00
234.0	Mobilization/ Demobilization to location	1.00	LS	\$1,000.00	\$1,000.00
TOTAL					\$ 143,808.00

Please insert the total on cover page of contract

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that Town County Bridge and Road Inc.
(name of individual, partnership or corporation)

is insured with Amstar / Travelers
(name of insurance provider)

under Policy No. UB3K1767615256 covering the entire
obligation of this employer for workers' compensation under the New York Workers'
Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from 4/1/05

To 3/31/06. If said policy is changed or cancelled during its term in
such manner as to affect this Certificate, thirty (30) days written notice of such change or
cancellation shall be provided to the Owner, and ten (10) days written notice in the event of
cancellation for non-payment of premiums.

Signature: [Signature]
Charles D. Hart Secretary
(Name and Title)

Telephone No. (812) 413-1113
Title Secretary

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH
DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(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 knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Town of County Budget and Paul Inc.
(BIDDER)

BY: 
Christy D. Hart Secretary
(Title)

PROJECT: RFB-2025-014 Mohawk River Pedestrian Bridge Rehabilitation

EMERGENCY CONTACT NUMBERS

Contact Christophe Hart
Name or Names of person(s) to be contacted in case of emergency

	<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1.	Chris Hart	(516) 453-1113
2.	Vin DeLorzi	(516) 577-1008
3.		

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

	<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1.	Chris Hart	(516) 453-1113
2.	Vin DeLorzi	(516) 577-1008
3.		

* Please indicate land line telephone, cell-phone and pager numbers (if applicable)
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

BID BOND

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

BIDDER (Name and Address):

Town and County Bridge and Rail, Inc.
PO Box 16395
Albany, NY 12212

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

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):

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

BID

Bid Due Date: September 4, 2025

Description (Project Name— Include Location): RFB-2025-014
Mohawk River Pedestrian Bridge Rehabilitation Project

BOND

Bond Number: N/A

Date: September 3, 2025

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

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

BIDDER

Town and County Bridge and Rail, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Christopher D. Hart

Print Name

Secretary / Treasurer

Title

Attest:

Signature

Title Account Executive

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jacqueline Papuzza

Print Name

Attorney-in-Fact

Title

Attest:

See Power of Attorney

Signature

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Individual Acknowledgement

State of _____
County of _____

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

Notary Public
My commission expires _____

Limited Liability Company/Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
a member, manager or
general partner of _____ to me known and known to me to be
the person who is described in and who executed the foregoing instrument and acknowledges to me that
he executed the same.

Notary Public
My commission expires _____

Corporate Acknowledgement

State of New York
County of Albany

On this 3rd day of September, 2025, before me personally came Christopher D. Hart
to me known, who being by me duly sworn, did depose and say that he/she resides in
Saratoga Springs, New York that he/she is the Secretary / Treasurer
of Town and County Bridge and Rail, Inc. the corporation described in and which
executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors
of said corporation.

WILLIAM J McCARTAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC0017177
Qualified in Albany County
Commission Expires November 30, 2027

William J McCartan
Notary Public
My commission expires 11/30/27

Surety Acknowledgement

State of New York
County of Albany

On this 3rd day of September, 2025, before me personally came Jacqueline Papuzza to me
known, who being by me duly sworn, did depose and say that he/she resides in _____
Albany, New York that he/she is the Attorney-in-Fact of the United
States Fire Insurance Company, the corporation described in and which executed the foregoing
instrument; that he/she knows the Seal of said corporation; that one of the Seals affixed to the foregoing
instrument is such Seal; that it was so affixed by order of the Board of Directors of said corporation; and
that he/she signed his/her name thereto by like order.

WILLIAM J McCARTAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC0017177
Qualified in Albany County
Commission Expires November 30, 2027

William J McCartan
Notary Public
My commission expires 11/30/27

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

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

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

LIABILITIES, SURPLUS & OTHER FUNDS

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

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



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



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

06724

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

Christopher J. Knauf, Dawn J. Riley, Donna L. Sharpe, Guy T. Alonge III, Matthew P. D'Abate, Paul J. von Schenk,
Richard A. Conley, William L. Bergan, William McCartan, Jacqueline Papuzza

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

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

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

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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of March, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

On this 5th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **3rd** day of **September** 20 **25**.



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President