

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK OFFICIAL/STREAMS](https://www.youtube.com/@ROMENEWYORK_OFFICIAL/STREAMS).

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**MAY 29, 2025
3:00 P.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK

2. READING OF MINUTES OF PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. COMMUNICATIONS

4. PUBLIC SPEAKERS

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

RES. NO. 98 AUTHORIZING THE CREATION OF ONE (1) POSITION OF WATER TREATMENT PLANT OPERATOR (EW8320) AND THE DELETION OF ONE (1) POSITION OF OPERATOR TRAINEE (EW8320). **Guiliano**

RES. NO. 99 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF A 8.5' X 16' CARGO TRAILER FOR THE POLICE DEPARTMENT (RFB-2025-010). **Gleasant**

RES. NO. 100 AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE 200 RAILROAD STREET DEMOLITION PROJECT (RFB-2025-011). **Guiliano**

RES. NO. 101 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-001 1G-GENERAL AND ENTER INTO AN AGREEMENT WITH SLATE HILL CONSTRUCTORS, INC., FOR THE KESSINGER DAM REHABILITATION PROJECT (\$14,640,000.00). **Guiliano**

RES. NO. 102 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-001 1E-ELECTRICAL AND ENTER INTO AN AGREEMENT WITH O'CONNELL ELECTRIC COMPANY, INC., FOR THE KESSINGER DAM REHABILITATION PROJECT (\$574,000.00). **Guiliano**

- RES. NO. 103** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-006 AND ENTER INTO AN AGREEMENT WITH GORICK CONSTRUCTION CO., FOR THE TORNADO DAMAGED STRUCTURES AT 425 ERIE BOULEVARD AND 328 RIDGE STREET DEMOLITION PROJECT (\$333,000.00). **Guiliano**
- RES. NO. 104** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-005 AND ENTER INTO AN AGREEMENT WITH DOLOMITE PRODUCTS CO. (\$2,393,703.00). **Guiliano**
- RES. NO. 105** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PRODUCTION PAINTING & SERVICES, INC. (\$15,750.00). **Guiliano**
- RES. NO. 106** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MJ BURBEN, INC. (\$15,000.00). **Gratch**
- RES. NO. 107** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A AN AGREEMENT WITH THE UTICA POLICE DEPARTMENT. **James**
- RES. NO. 108** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GRIDLEY PAIGE, INC. (\$5,000.00). **Mayor Lanigan**
- RES. NO. 109** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME FAMILY YMCA FOR USE OF THE GRYZIEC FIELD. **D'Amore**
- RES. NO. 110** AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT EASEMENT AGREEMENT WITH THE TOWN OF LEE (TAX MAP NO. 171.001-1-5.1 & 171.001-1-5.3) (\$1.00). **Guiliano**

7. TABLED RESOLUTIONS

- RES. NO. 90** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (1806 NORTH MADISON STREET) TO BUYER. **Domenico**
- RES. NO. 91** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (301 MCRAE STREET) TO BUYER. **Domenico**

8. ADJOURNMENT

RESOLUTION NO. 98

AUTHORIZING THE CREATION OF ONE (1) POSITION OF WATER TREATMENT PLANT OPERATOR (EW8320) AND THE DELETION OF ONE (1) POSITION OF OPERATOR TRAINEE (EW8320).

By _____:

WHEREAS, it is the recommendation of Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, that one (1) position of Water Treatment Plant Operator (EW8320) be created and one (1) position of Operator Trainee (EW8342) be deleted, effective May 6, 2025; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Water Treatment Plant Operator (EW8320) be created and one (1) position of Operator Trainee (EW8342) be deleted, effective May 6, 2025; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2025 budget to reflect same.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Public Water System Operator Certification



STATE OF NEW YORK
DEPARTMENT OF HEALTH
Bureau of Water Supply Protection
ESP - Corning Tower RM 1168
Albany, NY 12237

Joshua D. Szyper

possesses the qualifications prescribed by Subpart 5-4 of the State
Sanitary Code, for the following grades of Water System Operator;
IIA-SW/GUI Filtration Plant, D-Distribution System

Certificate Number
NY0040467

Expiration Date
5/31/2028

Issuance Date
5/6/2025

This is to certify that the person named on the reverse side is
certified pursuant to Subpart 5-4 of Part 5 of the State Sanitary
Code.

Issued for the State Commissioner of Health

By _____
Tina Hunt, P.E., Assistant Director,
Bureau of Water Supply Protection

STATE OF NEW YORK
DEPARTMENT OF HEALTH



This is to certify that:

Joshua D. Szyper

*possesses the qualifications prescribed by Subpart 5-4 of the State Sanitary Code, for
the following grades of Water System Operator; IIA-SW/GUI Filtration Plant, D-
Distribution System*

<i>Certificate Number</i>	<i>Expiration Date</i>	<i>Issuance Date</i>
NY0040467	5/31/2028	5/6/2025

Important: Display this document as proof of your qualifications to operate a water system for the above referenced grade.

A handwritten signature in black ink, reading "Tina Hunt".

***Tina Hunt, P.E., Assistant Director
Bureau of Water Supply Protection***

RESOLUTION NO. 99

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION
OF A 8.5' X 16' CARGO TRAILER FOR THE POLICE DEPARTMENT (RFB-2025-010).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the construction of a 8.5' x 16' cargo trailer for the Police Department (RFB-2025-010); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on June 19, 2025, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all proposals deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

PURCHASING DEPARTMENT

ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665 ♦ FAX (315) 838-1165
jgleasman@romecitygov.com
www.romenewyork.com

BID NUMBER: RFB-2025-010

BID TITLE: ROME POLICE DEPARTMENT CARGO TRAILER

BID OPENING: 06/19/2025 at 11:00 AM (local time)

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: \$ _____

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Bid for:

BID NUMBER: RFB-2025-010

BID TITLE: ROME POLICE DEPARTMENT CARGO TRAILER

This sealed bid will be publicly opened and read in the Common Council Chambers on
06/19/2025 at 11:00 AM (local time)

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
RFB-2025-010 RPD Cargo Trailer
198 North Washington Street
Rome, NY 13440**

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

If additional information is required, please contact:

**Jennifer Gleasman, Purchasing Agent
City of Rome
198 North Washington Street
Suite 1-C
Rome, NY 13440
Phone: 315-339-7665
Fax: 315-838-1165**

Email: jgleasman@romecitygov.com

Bid is available electronically at <http://www.BIDNETDIRECT.com>



GENERAL CONDITIONS

SCOPE OF WORK:

Work shall include supply of (1) 8.5' x 16' Cargo Trailer for the Rome Police Department. Please See Technical Specifications on page

QUESTIONS REGARDING SPECIFICATIONS:

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman @ 315-339-7665 or by e-mail to jgleasman@romecitygov.com

TAX:

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

FINANCE CHARGES:

The City of Rome will not be subjected to finance or late charges under this contract.

PRICE:

Best and final price shall be offered. Prices shall include shipping and handling. All pricing shall remain firm for the term of the contract. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

TIME IS OF THE ESSENCE:

All times stated herein are of the essence.

NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Director of Parks and Recreation, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no

attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

INSURANCE

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

Workers' Compensation

- *Vendor must supply proof of their Workers' Compensation insurance and should generally be reported on a separate page.*
- *If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation.*

General Liability

- **\$2,000,000** for each occurrence of property damage and bodily injury, and not less than
- **\$4,000,000** aggregate
- **\$1,000,000** auto liability, if vehicles are used.

Description Section

- *Should read "The City of Rome is included as additional insured".*

Certificate Holder and Additional Insured

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

Cancellation Section

- *Should read "30 days written notice".*

CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

LIMITATIONS:

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

PROPOSAL GUARANTEE (BID BOND):

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

GENERAL MUNICIPAL LAW COMPLIANCE:

STATE OF NEW YORK, Section 103-a
Effective: July 1, 1959

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

paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.

"Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

a. Is your company 51% or more women owned? ☐ yes ☐ no

b. Is your company 51% or more minority owned? ☐ yes ☐ no

c. If you answer YES to Number 2, check one of the following:

☐ Black ☐ Hispanic ☐ Alaskan Native

☐ Asian/Pacific Islands ☐ American Indian

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? ☐ yes ☐ no

B. Has your firm filed for bankruptcy? ☐ yes ☐ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.



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 process 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 disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)

BIDDERS CHECKLIST

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- | | |
|---|--------------------|
| <input type="checkbox"/> PROPOSER'S WARRANTY | Ref Page 1 |
| <input type="checkbox"/> INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| <input type="checkbox"/> PREVAILING WAGE RATE CASE NUMBER | Ref Page 4 |
| <input type="checkbox"/> MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 9 |
| <input type="checkbox"/> RESPONSIBLE BIDDER | Ref Page 9 |
| <input type="checkbox"/> DEVIATIONS SHEET | Ref Page 10 |
| <input type="checkbox"/> NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 11 |
| <input type="checkbox"/> BIDDERS LIST OF REFERENCES | Supplied By Bidder |

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid



TECHNICAL SPECIFICATIONS
8.5' x 16' Cargo Trailer

TRAILER CONSTRUCTION

- 8.5x16 Enclosed trailer
- 7' interior height
- Rear man door centered on back wall
- passenger side man door located between the wheel well and the front cabinet [OBJ]
- Triple Tube 60" Extended tongue
- 16 inch on center roof, wall, and floor crossmembers
- polycore exterior sheathing
- Rubber diamond floor
- 1 Roof vent.
- Exterior Silver Aluminum trim.
- exterior 50 amp RV electrical connection
- generator platform
- Exterior LED lighting
- 14' rollout awning

INTERIOR FINISH

- 100 amp electrical service W/ 5 independent [OBJ] electrical outlets [OBJ]
- Two 48" LED strip lights on ceiling
- interior walls covered with gloss finish aluminum panels [OBJ]
- counter space installed across the front of the trailer with Aluminum worktop, and cabinet doors below.
- counter space installed on the driver side over the wheel well approximately 72 inches long, with Aluminum work top and cabinets below.

RESOLUTION NO. 100

**AUTHORIZING THE CITY CLERK TO REQUEST FOR BIDS FOR THE
200 RAILROAD STREET DEMOLITION PROJECT (RFB-2025-011).**

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to request for bids for the 200 Railroad Street Demolition Project (RFB-2025-011); and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:00 a.m. on June 19, 2025, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all proposals deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Bid Advertisement

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until:
JUNE 19, 2025, 11:00 AM for the following project:

RFB-2025-011

200 Railroad Street Demolition Project

BID OPENING

Bid will be publicly opened and read aloud on JUNE 19, 2025 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2nd Floor

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall or dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2025-011 200 Railroad Street Demolition Project

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

ADDENDA

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after June 13, 2025.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will not be a pre-bid conference held for this project bid.

All project and bid questions must be received by:

June 13, 2025

All questions should be directed to:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, NY. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: May 29, 2025

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

RESOLUTION NO. 101

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-001 1G-GENERAL
AND ENTER INTO AN AGREEMENT WITH SLATE HILL CONSTRUCTORS, INC., FOR THE
KESSINGER DAM REHABILITATION PROJECT (\$14,640,000.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of Slate Hill Constructors, Inc., for the Kessinger Dam Rehabilitation Project, for a total amount not to exceed \$14,640,000.00, with a contract term effective upon execution and to expire upon completion of the work; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Slate Hill Constructors, Inc., for the Kessinger Dam Rehabilitation Project, for a total amount not to exceed \$14,640,000.00, with a contract term effective upon execution and to expire upon completion of the work, pursuant to the attached Proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: 518 782-4500

May 8, 2025

Joseph G. Guiliano
Commissioner of Public Works
City of Rome
198 Washington Street
Rome, New York 13440

Subject: Rome Kessinger Dam Improvements
Contract No. 1G- General
Recommendation of Award

Dear Mr. Guiliano:

On May 1, 2025, the City received one bid each for Contracts 1G (General Construction) and 1E (Electrical Construction). CDM Smith NY Inc. (CDM Smith) has reviewed the bids, and the tabulation for Contract 1G is provided below.

Bidder	Contract 1G Amount
Slate Hill Constructors Inc.	\$ 14,640,000.00
Engineer's Opinion of Probable Construction Cost	\$ 12,400,000.00

The apparent low bidder is Slate Hill Constructors Inc. They submitted all required documents, including the bid security, qualifications statement, non-collusion affidavit, and acknowledgement of addenda. CDM Smith has contacted the references listed by Slate Hill Constructors Inc., who have confirmed the company's capability to complete the work satisfactorily and on time. We have identified no significant concerns that would prevent awarding the contract to Slate Hill Constructors Inc. provided the City is able to increase its funding limit for this project.

Based on the above review, we recommend award of Contract 1G to the lowest responsive, responsible bidder, Slate Hill Constructors Inc., from Warners, New York. The total contract value of their bid for Contract 1G is \$14,640,000.00.





Mr. Guiliano
May 8, 2025
Page 2

If you have any further questions regarding this letter, please do not hesitate to contact me at (315) 434-3247 or vigneaultno@cdmsmith.com.

Very truly yours,

A handwritten signature in black ink that reads "Nancy Oram Vigneault". The signature is written in a cursive, flowing style.

Nancy Oram Vigneault, P.E, BCEE, PMP
Sr. Project Manager
CDM Smith, NY Inc.

Attachment

Contract No. 1G - General

Rank				1	
Item No.	Quantity	Type	Description	Slate Hill Unit Price	Total
1	1	Lump Sum	Mobilization/Demobilization	\$ 1,100,000.00	\$ 1,100,000.00
			Spillway and right non-overflow section		
2	1	Lump Sum	cofferdams and dewatering	\$ 1,770,710.00	\$ 1,770,710.00
3	1	Lump Sum	Gatehouse cofferdams and dewatering	\$ 1,250,000.00	\$ 1,250,000.00
4	10	CY	Right training wall concrete demolition	\$ 14,500.00	\$ 145,000.00
			Spillway/right non-overflow section concrete		
5	155	SY	demolition up to 6" thick	\$ 2,500.00	\$ 387,500.00
			Spillway/right non-overflow section concrete		
6	635	SY	demolition 6" to 8" thick	\$ 3,200.00	\$ 2,032,000.00
			Spillway/right non-overflow section concrete		
7	25	SY	demolition 8" to 12" depth	\$ 4,500.00	\$ 112,500.00
			Underwater concrete demolition on U/S face of		
8	20	SY	spillway	\$ 1,600.00	\$ 32,000.00
			#4 Dowels epoxied into existing spillway right non-		
			overflow section, right and left training walls and		
9	980	EA	bypass channel retaining wall concrete	\$ 95.00	\$ 93,100.00
10	1050	LF	Miradrain - 6" Wide Strip	\$ 35.00	\$ 36,750.00
11	10	CY	Right training wall concrete	\$ 10,000.00	\$ 100,000.00
			Spillway/right non-overflow section concrete up to		
12	155	SY	6" thick	\$ 1,250.00	\$ 193,750.00
			Spillway/right non-overflow section concrete, 6" to		
13	635	SY	8" thick	\$ 1,400.00	\$ 889,000.00
			Spillway/right non-overflow section concrete, 8" to		
14	25	SY	12" thick	\$ 1,600.00	\$ 40,000.00
15	20	SY	Underwater concrete repair on U/S face of spillway	\$ 1,200.00	\$ 24,000.00
16	1	LS	Ice boom and anchors	\$ 180,000.00	\$ 180,000.00
			Clear/prepare area for grouted riprap (cut		
			tree/brush at edge of water adjacent to non-		
17	1	LS	overflow downstream area)	\$ 25,000.00	\$ 25,000.00
18	95	CY	Grouted riprap	\$ 400.00	\$ 38,000.00
19	30	LF	Crack repair	\$ 200.00	\$ 6,000.00
20	115	CY	Exterior gatehouse wall demolition	\$ 9,600.00	\$ 1,104,000.00
21	270	SY	Interior gatehouse wall demolition 1" to 2" thick	\$ 500.00	\$ 135,000.00
22	56	SY	Interior gatehouse wall demolition 6" thick	\$ 2,300.00	\$ 128,800.00
			Left training wall and bypass discharge retaining		
23	44	CY	wall demolition	\$ 2,300.00	\$ 101,200.00
24	220	EA	#5 dowels epoxied into gatehouse concrete	\$ 100.00	\$ 22,000.00
25	12	EA	#6 rock dowels epoxied inside gatehouse	\$ 1,300.00	\$ 15,600.00
26	115	CY	Exterior gatehouse new concrete	\$ 6,000.00	\$ 690,000.00

			Interior gatehouse overlay repair mortar 1" to 2"			
27	270	SY	thick	\$	800.00	\$ 216,000.00
28	56	SY	Interior gatehouse new concrete 6" thick	\$	1,000.00	\$ 56,000.00
29	770	SF	Interior gatehouse plaster repair of masonry walls	\$	155.00	\$ 119,350.00
30	1540	SF	Exterior gatehouse masonry restoration	\$	11.00	\$ 16,940.00
31	1	LS	Interior gatehouse painting	\$	21,000.00	\$ 21,000.00
32	1	LS	Exterior gatehouse painting	\$	21,000.00	\$ 21,000.00
			Left training wall and bypass discharge retaining			
33	44	CY	wall concrete	\$	3,500.00	\$ 154,000.00
34	1	LS	Upstream retaining wall	\$	400,000.00	\$ 400,000.00
			Slotted side gate and manual trash rack (exterior of			
35	2	EA	gatehouse)	\$	160,000.00	\$ 320,000.00
36	1	LS	Metal grating	\$	22,000.00	\$ 22,000.00
37	1	LS	Handrail	\$	21,000.00	\$ 21,000.00
38	590	SY	Cementitious slurry waterproofing	\$	120.00	\$ 70,800.00
			Process equipment furnish/install - new de-icing			
			mixers, replace basket strainers with			
39	1	LS	autostrainers, nozzles for screen discharge trough,	\$	500,000.00	\$ 500,000.00
			and ancillary piping			
			Bypass water supply system (including coarse			
			screens before discharge to water tunnel and			
40	1	LS	controls)	\$	1,500,000.00	\$ 1,500,000.00
41	1	Allowance	Controls/programming allowance	\$	50,000.00	\$ 50,000.00
			Project contingency allowance to be used at			
42	1	Allowance	owner's discretion	\$	500,000.00	\$ 500,000.00
				Total	\$ 14,640,000.00	

SECTION 004113.16 - BID FORM

BID FORM
TO

City of Rome
Kessinger Dam Rehabilitation
RFB-2025-001
Contract 1G - General

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 308 Maltbie Street, Suite 101, Syracuse, New York 13204 and dated February 2025 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within forty five (45) days, after the actual date of the opening of the Bids, the undersigned will within fifteen days, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and to fully complete the Work on or before November 15, 2026 and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,000 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

#1 Mar 13, 2025 / #2 Mar 27, 25 / #3 Apr 17, 25 / #4 Apr 23, 25 / #5 Apr 25

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Kessinger Dam Rehabilitation
Bid Form - General Contractor
Contract 1G

Item No.	Estimated Quantity	Pay Item Description Unit Prices in Words	Unit Price in Figures	Extended Total in Figures
1	1 Lump Sum	Mobilization/Demobilization <u>One million, one hundred thousand and no</u> Dollars Cents/LS	\$ <u>1,100,000⁰⁰</u>	\$ <u>1,100,000⁰⁰</u>
2	1 Lump Sum	Spillway and Right Non-Overflow Section Cofferdams and Dewatering <u>One million seven hundred seventy thousand seven hundred and ten dollars, no cents</u> Dollars Cents/LS	\$ <u>1,770,710.00</u>	\$ <u>1,770,710.00</u>
3	1 Lump Sum	Gatehouse Cofferdams and Dewatering <u>One Million, Two hundred Fifty thousand and no</u> Dollars Cents/LS	\$ <u>1,250,000⁰⁰</u>	\$ <u>1,250,000⁰⁰</u>
4	10 CY	Right Training Wall Concrete Demolition <u>Fourteen thousand five hundred and no</u> Dollars Cents/CY	\$ <u>14,500⁰⁰</u>	\$ <u>145,000⁰⁰</u>
5	155 SY	Spillway / Right Non-Overflow Section Concrete Demolition, Up to 6" Thick <u>Two thousand, Five hundred and no</u> Dollars Cents/SY	\$ <u>2,500⁰⁰</u>	\$ <u>387,500⁰⁰</u>
6	635 SY	Spillway / Right Non-Overflow Section Concrete Demolition, 6" to 8" Thick <u>Three thousand Two hundred and no</u> Dollars Cents/SY	\$ <u>3,200⁰⁰</u>	\$ <u>2,032,000⁰⁰</u>
7	25 SY	Spillway/ Right Non-Overflow Section Concrete Demolition, 8 to 12" depth <u>Four thousand Five hundred and no</u> Dollars Cents/SY	\$ <u>4,500⁰⁰</u>	\$ <u>112,500⁰⁰</u>

8	20 SY	Underwater Concrete Demolition on U/S Face of Spillway <u>one thousand six hundred and no</u> Dollars <u>no</u> Cents/SY	\$ <u>1,600⁰⁰</u>	\$ <u>32,000⁰⁰</u>
9	980 Each	#4 Dowels Epoxied into Existing Spillway, Right Non-Overflow Section, Right and Left Training Walls, and Bypass Channel Retaining Wall Concrete <u>ninety five</u> Dollars <u>no</u> Cents/Each	\$ <u>95⁰⁰</u>	\$ <u>93,100⁰⁰</u>
10	1,050 LF	Miradrain - 6"-Wide Strip <u>thirty five</u> Dollars <u>no</u> Cents/LF	\$ <u>35⁰⁰</u>	\$ <u>36,750⁰⁰</u>
11	10 CY	Right Training Wall Concrete <u>ten thousand</u> Dollars <u>no</u> Cents/CY	\$ <u>10,000⁰⁰</u>	\$ <u>100,000⁰⁰</u>
12	155 SY	Spillway/Right Non-Overflow Section Concrete, Up to 6" Thick <u>one thousand two hundred fifty and no</u> Dollars <u>no</u> Cents/SY	\$ <u>1,250⁰⁰</u>	\$ <u>193,750⁰⁰</u>
13	635 SY	Spillway/ Right Non-Overflow Section Concrete, 6" to 8" thick <u>one thousand four hundred and no</u> Dollars <u>no</u> Cents/SY	\$ <u>1,400⁰⁰</u>	\$ <u>889,000⁰⁰</u>
14	25 SY	Spillway/ Right Non-Overflow Section Concrete, 8" to 12" Thick <u>one thousand six hundred and no</u> Dollars <u>no</u> Cents/SY	\$ <u>1,600⁰⁰</u>	\$ <u>40,000⁰⁰</u>
15	20 SY	Underwater Concrete Repair on Upstream Face of Spillway <u>one thousand two hundred and no</u> Dollars <u>no</u> Cents/SY	\$ <u>1,200⁰⁰</u>	\$ <u>24,000⁰⁰</u>
16	1 LS	Ice Boom and Anchors <u>one hundred eighty thousand and no</u> Dollars <u>no</u> Cents/LS	\$ <u>180,000⁰⁰</u>	\$ <u>180,000⁰⁰</u>

17	1 LS	Clear/prepare area for grouted riprap (cut tree/brush at edge of water adjacent to non-overflow downstream area) <i>Twenty five thousand</i> Dollars <i>no</i> Cents/LS	\$ <i>25,000⁰⁰</i> <i>L</i>	\$ <i>25,000⁰⁰</i>
18	95 CY	Grouted Riprap <i>Four hundred</i> Dollars <i>no</i> Cents/CY	\$ <i>400⁰⁰</i>	\$ <i>38,000⁰⁰</i>
19	30 LF	Crack Repair <i>Two hundred</i> Dollars <i>no</i> Cents/LF	\$ <i>200⁰⁰</i>	\$ <i>6,000⁰⁰</i>
20	115 CY	Exterior Gatehouse Wall Demolition <i>Nine thousand</i> Dollars <i>Six hundred no</i> Cents/CY	\$ <i>9,600⁰⁰</i>	\$ <i>1,104,000⁰⁰</i>
21	270 SY	Interior Gatehouse Wall Demolition, 1" to 2" Thick <i>Five hundred</i> Dollars <i>no</i> Cents/SY	\$ <i>500⁰⁰</i>	\$ <i>135,000⁰⁰</i>
22	56 SY	Interior Gatehouse Wall Demolition, 6" Thick <i>Two thousand, three hundred</i> Dollars <i>no</i> Cents/SY	\$ <i>2,300⁰⁰</i>	\$ <i>128,800⁰⁰</i>
23	44 CY	Left Training Wall and Bypass Discharge Retaining Wall Demolition <i>Two thousand three hundred</i> Dollars <i>no</i> Cents/CY	\$ <i>2,300⁰⁰</i>	\$ <i>101,200⁰⁰</i>
24	220 EA	#5 Dowels Epoxied into Gatehouse Concrete <i>One hundred</i> Dollars <i>no</i> Cents/Each	\$ <i>100⁰⁰</i>	\$ <i>22,000⁰⁰</i>
25	12 EA	#6 Rock Dowels Epoxied Inside Gatehouse <i>One thousand three hundred</i> Dollars <i>no</i> Cents/Each	\$ <i>1,300⁰⁰</i>	\$ <i>15,600⁰⁰</i>

26	115 CY	Exterior Gatehouse New Concrete <i>Six thousand</i> Dollars <i>no</i> Cents/CY	\$ <i>6,000⁰⁰</i>	\$ <i>690,000⁰⁰</i>
27	270 SY	Interior Gatehouse Overlay Repair Mortar, 1" to 2" Thick <i>Eight hundred</i> Dollars <i>no</i> Cents/SY	\$ <i>800⁰⁰</i>	\$ <i>216,000⁰⁰</i>
28	56 SY	Interior Gatehouse New Concrete, 6" Thick <i>One thousand</i> Dollars <i>no</i> Cents/SY	\$ <i>1,000⁰⁰</i>	\$ <i>56,000⁰⁰</i>
29	770 SF	Interior Gatehouse Plaster Repair of Masonry Walls <i>One hundred fifty</i> Dollars <i>Five</i> Cents/SF	\$ <i>155⁰⁰</i>	\$ <i>119,350⁰⁰</i>
30	1540 SF	Exterior Gatehouse Masonry Restoration <i>Eleven</i> Dollars <i>no</i> Cents/SF	\$ <i>11⁰⁰</i>	\$ <i>16,940⁰⁰</i>
31	1 LS	Interior Gatehouse Painting <i>Twenty one thousand</i> Dollars <i>no</i> Cents/LS	\$ <i>21,000⁰⁰</i>	\$ <i>21,000⁰⁰</i>
32	1 LS	Exterior Gatehouse Painting <i>Twenty one thousand</i> Dollars <i>no</i> Cents/LS	\$ <i>21,000⁰⁰</i>	\$ <i>21,000⁰⁰</i>
33	44 CY	Left Training Wall and Bypass Discharge Retaining Wall Concrete <i>Three thousand</i> Dollars <i>Five hundred</i> Cents/CY	\$ <i>3,500⁰⁰</i>	\$ <i>154,000⁰⁰</i>
34	1 LS	Upstream Retaining Wall <i>Four hundred</i> Dollars <i>thousand</i> Cents/LS	\$ <i>400,000⁰⁰</i>	\$ <i>400,000⁰⁰</i>

35	2 EA	Slotted Slide Gate and Manual Trash Rack (exterior of gatehouse) <i>One hundred sixty thousand & no</i> Dollars Cents/Each	\$ <i>160,000⁰⁰</i>	\$ <i>320,000⁰⁰</i>
36	1 LS	Metal Grating <i>Twenty two thousand</i> Dollars Cents/LS	\$ <i>22,000⁰⁰</i>	\$ <i>22,000⁰⁰</i>
37	1 LS	Handrail <i>Twenty one thousand</i> Dollars Cents/LS	\$ <i>21,000⁰⁰</i>	\$ <i>21,000⁰⁰</i>
38	590 SY	Cementitious Slurry Waterproofing <i>One hundred twenty</i> Dollars Cents/SY	\$ <i>120⁰⁰</i>	\$ <i>70,800⁰⁰</i>
39	1 LS	Process equipment furnish/install - new De-icing mixers, replace basket strainers with Autostrainers, nozzles for screen discharge trough, and ancillary piping <i>Five hundred thousand</i> Dollars Cents/LS	\$ <i>500,000⁰⁰</i>	\$ <i>500,000⁰⁰</i>
40	1 LS	Bypass Water Supply System (including coarse screens before discharge to water tunnel and controls) <i>One Million, Five hundred thousand</i> Dollars Cents/LS	\$ <i>1,500,000⁰⁰</i>	\$ <i>1,500,000⁰⁰</i>
41	1 Allowance	Controls/Programming Allowance	\$50,000	\$50,000
42	1 Allowance	Project Contingency allowance to be used at owner's discretion <i>Five hundred thousand dollars</i>	\$500,000	\$500,000

Total - General Contractor (Contract 1G) \$ *14,640,000.00*

TOTAL CONTRACT 1G BID PRICE IN WORDS (including above Allowances)

\$ Fourteen million six hundred and forty thousand dollars, no cents.

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

BRIAN J HANLON 102 ARCH STONE WAY CAMILLUS, NY 13031


JEFFREY A HANLON - 3013 OLD STONE WAY CAMILLUS, NY 13031

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

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

16-1242953

Social Security Number
or Federal Identification
Number


Signature of Individual or
Corporate Name

By: JEFFREY A HANLON
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

JEFFREY A HANLON

(Name)

By: V.PRESIDENT

(Title)

SLATE HILL CONSTRUCTORS INC.
6573 HERMAN RD

(Business Address)

WARNERS, NY

(City and State)

Date 4/24/25

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

END OF SECTION 004113.16

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ATTACHMENTS (Required Forms)

Attachment 2 – BABA Contractor's Certification



Environmental Facilities Corporation


BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: KESSINGER DAM REHAB
Contractor's Name: SLATE HILL CONSTRUCTORS INC
Contract ID: RFB 2025-001
SRF Project No.: 19536
SRF Recipient Name: CITY OF ROME

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: 
Name (print): JEFFREY A HANLON
Title: V. PRESIDENT
Date: 4/24/25

Attachment 3 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: KESSINGER DAM REHAB
Contractor's Name: SLATE HILL CONSTRUCTORS INC
Contract ID: RFB 2025-001
SRF Project No.: 19536
SRF Recipient Name: CITY OF ROME

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

A handwritten signature in blue ink, appearing to read "Jeffrey A. Hanlon", written over a horizontal line.

Name (print):

JEFFREY A HANLON

Title:

V. PRESIDENT

Date:

4/24/25

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation


New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: 19536
Recipient: CITY OF ROME
Project Description: KESSINGER DAM REHAB

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Signature: 
Name: JEFFREY A. HANLON
Title: V. PRESIDENT
Company Name: SLATE HILL CONSTRUCTORS INC
Date: 4-24-25
Contract ID: RFB 2025-001

Attachment 4 – BABA Contractor's Certification

Guidance For Mandatory State Revolving Fund Equivalency Terms and Conditions for Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Revision Date: 11/1/2023

SRF Mandatory Terms and Conditions
007344

SECTION 004200 - BIDDER'S QUALIFICATION STATEMENT

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a Prime Contractor?

40 YEARS

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

WARNERS RD TAS 23-24B NYS THRUWAY AUTHORITY

CITY OF SYRACUSE - SKANEATELES DAM - WATER DEPARTMENT

3. Have you ever failed to complete work awarded to you? If so, where and why?

NO

4. Name three individuals or corporations for which you have performed work and to which you refer:

NYS THRUWAY AUTHORITY

NYS DEPARTMENT OF TRANSPORTATION

ONEIDA COUNTY

5. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions:

WE ATTENDED PRE-BID MEETING ON SITE

6. Will you Subcontract any part of this Work? If so, describe which portions:

NO

7. Please list the names and addresses of the subcontractors to be used for the portions of the work listed below. Additional information will be required in accordance with the Instructions to Bidders, Item 8

8. What equipment do you own that is available for the work?

WE OWN OVER 100 PIECES OF EQUIPMENT AND HAVE MOST EVERYTHING
NEEDED FOR THIS JOB

9. What equipment will you purchase for the work?

NONE REQUIRED

10. What equipment will you rent for the work?

CONCRETE PUMP TRUCK

CRANE RENTAL

11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

SEE ATTACHED

12. State the true and exact, correct, and complete name under which you do business.

BIDDER IS: SLATE HILL CONSTRUCTORS INC.

SOLE PROPRIETORSHIP

(Individual's Signature)

(SEAL)

(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

(Partnership Name)

(SEAL)

(General Partner's Signature)

(General Partner's Name)

Business Address: _____

Phone No.: _____

A CORPORATION

SLATE HILL CONSTRUCTORS INC.

NEW YORK

(Corporation Name)

(State of Incorporation)

By JEFFREY A HANLON

(Name of person authorized to sign)

V. PRESIDENT

(Title)

(Authorized Signature)

(CORPORATE SEAL)

Attest

(Secretary)

Business Address:

6573 HERMAN RD

WARNERS, NY 13164

Phone No.:

315-672-8055

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: LIBERTY MUTUAL INSURANCE

Surety's Address: 5062 BRITTONFIELD PARKWAY

E.SYRACUSE, NY 13057

Name and address of Surety's resident agent for service of process in _____:

MIRABITO GRESHAM INSURANCE & BONDS AGENCY LLC

6315 FLY RD E.SYRACUSE NY 13057

KEITH BUTLER

END OF SECTION 004200

SECTION 004500 - NON-COLLUSIVE AFFIDAVIT

State of NEW YORK)

ss.

County of ONONDAGA)

JEFFREY A HANLON being first duly sworn, deposes and says
that:

- (1) He is the JEFFREY A HANLON, of
(Owner, Partner, Officer, Representative or Agent)

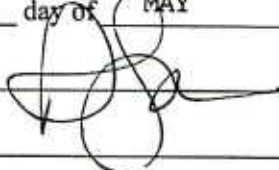
SLATE HILL CONSTRUCTORS, INC., the Bidder that has submitted the attached Bid;

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BY 
V. PRESIDENT
(Title)

Subscribed and sworn to before me

this 1 day of MAY, 20 25.



My commission expires on _____

DEBORAH D. SCHOOLEY
Notary Public, State of New York
Registration # 01SC6035488
Qualified in Cayuga County
My Commission Expires Jan. 3, 2024

END OF SECTION 004500

BIDDING & CONTRACT REQUIREMENTS

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Rome
(Owner)

We have reviewed the Bid of Slate Hill Constructors, Inc.
(Contractor)

of 6573 Herman Road P.O Box 279 Warners, NY 13164
(Address)

for Project# RFB 2025-001; Kessinger Dam Rehabilitation
City of Rome – Oneida County, NY

Bids for which will be received on 04/24/2025
(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, and we appear on U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:



Liberty Mutual Insurance Company



Surety's Authorized Signature(s)

Christina Gladle

Attorney-In-Fact

Attach Power of Attorney

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....\$1,850,245,073.00	Unearned Premiums.....\$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense.....\$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties.....\$360,714,151.00
*Stocks.....\$19,937,271,802.00	Reserve for Dividends to Policyholders.....\$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve.....\$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities.....\$7,622,413,466.63
Accrued Interest and Rents.....\$186,906,667.00	Total.....\$47,428,064,363.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds.....\$209,508,757.00
Total Admitted Assets\$70,891,553,519.63	Capital Stock.....\$10,000,075.00
	Paid in Surplus.....\$13,834,867,488.00
	Unassigned Surplus.....\$9,409,112,836.00
	Surplus to Policyholders.....\$23,463,489,156.00
	Total Liabilities and Surplus.....\$70,891,553,519.63

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

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

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

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



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

SURETY ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF ONONDAGA

On this 24th day of APRIL, 2025 before me personally came

CHRISTINA GLADLE to me known who being by me duly sworn, did depose and say

that he/she resides in EAST SYRACUSE, NY; that he/she is the

ATTORNEY-IN-FACT of the LIBERTY MUTUAL INSURANCE COMPANY

the corporation described in and which executed the within 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

KEITH P BUTLER #01BU606313P
NOTARY PUBLIC NEW YORK STATE
QUALIFIED IN ONONDAGA COUNTY
COMMISSION EXPIRES 08/27/2025

RESOLUTION NO. 102

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-001
1E-ELECTRICAL AND ENTER INTO AN AGREEMENT WITH O'CONNELL ELECTRIC COMPANY,
INC., FOR THE KESSINGER DAM REHABILITATION PROJECT (\$574,000.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of O'Connell Electric Company, Inc., for the Kessinger Dam Rehabilitation Project, for a total amount not to exceed \$574,000.00, with a contract term effective upon execution and to expire upon completion of the work; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with O'Connell Electric Company, Inc., for the Kessinger Dam Rehabilitation Project, for a total amount not to exceed \$574,000.00, with a contract term effective upon execution and to expire upon completion of the work, pursuant to the attached Proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: 518 782-4500

May 8, 2025

Joseph G. Guiliano
Commissioner of Public Works
City of Rome
198 Washington Street
Rome, New York 13440

Subject: Rome Kessinger Dam Improvements
Contract No. 1E- Electrical
Recommendation of Award

Dear Mr. Guiliano:

On May 1, 2025, the City received one bid each for Contracts 1G (General Construction) and 1E (Electrical Construction). CDM Smith NY Inc. (CDM Smith) has reviewed the bids, and the tabulation for Contract 1E is provided below.

Bidder	Contract 1E Amount
O'Connell Electric Company, Inc.	\$ 574,000.00
Engineer's Opinion of Probable Construction Cost	\$ 770,000.00

The apparent low bidder is O'Connell Electric Company, Inc. They submitted the required bid security, qualifications statement, non-collusion affidavit, and acknowledgement of addenda with their bid. CDM Smith has contacted the listed references for O'Connell Electric Company, Inc., who have confirmed that the company is capable of completing the work satisfactorily and on time. We have found no significant concerns that would prevent awarding the contract to O'Connell Electric Company, Inc.

Based on the above review, we recommend award of Contract 1E to the lowest responsive, responsible bidder, O'Connell Electric Company, Inc., from North Syracuse, New York. The total contract value of their bid for Contract 1E is \$574,000.00.





Mr. Guiliano
May 8, 2025
Page 2

If you have any further questions regarding this letter, please do not hesitate to contact me at (315) 434-3247 or vigneaultno@cdmsmith.com.

Very truly yours,

A handwritten signature in black ink that reads "Nancy Oram Vigneault". The signature is written in a cursive, flowing style.

Nancy Oram Vigneault, P.E, BCEE, PMP
Sr. Project Manager
CDM Smith, NY Inc.

Attachment

Kessinger Dam Rehabilitation
City of Rome, New York

Bid Tabulation
RFB-2025-001

Contract No. 1E - Electrical

Rank				1	
				O'Connell Electric	
Item No.	Quantity	Type	Description	Unit Price	Total
1	1	Lump Sum	Mobilization/Demobilization	\$ 24,400.00	\$ 24,400.00
2	1	Lump Sum	Electrical Improvements	\$ 219,600.00	\$ 219,600.00
3	1	Allowance	National grid service upgrade	\$ 230,000.00	\$ 230,000.00
			Project contingency to be used at owner's		
4	1	Allowance	discretion	\$ 100,000.00	\$ 100,000.00
				Total	\$ 574,000.00

SECTION 004113.18 - BID FORM

BID FORM
TO

City of Rome
Kessinger Dam Rehabilitation
RFB-2025-001
Contract 1E - Electrical

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 308 Maltbie Street, Suite 101, Syracuse, New York 13204 and dated February 2025 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within forty five (45) days, after the actual date of the opening of the Bids, the undersigned will within fifteen days, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence **twenty** days following the Effective Date of the Agreement and to fully complete the Work **on or before November 15, 2026** and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, **\$1,000** per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1 - 3/13/2025 #2 - 3/27/2025, #3 - 4/17/2025, #4 - 4/23/2025, #5 - 4/25/2025

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Kessinger Dam Rehabilitation Bid Form - Electrical Contractor Contract 1E				
Item No.	Estimated Quantity	Pay Item Description Unit Prices in Words	Unit Price in Figures	Extended Total in Figures
1	1 Lump Sum	Mobilization/Demobilization <u>Twenty Four Thousand</u> Dollars <u>Four Hundred and No Cents</u> Cents/LS	\$ 24,400	\$ 24,400
2	1 Lump Sum	Electrical Improvements <u>Two Hundred Nineteen Thousand</u> Dollars <u>Six Hundred and No Cents</u> Cents/LS	\$ 219,600	\$ 219,600
3	1 Allowance	National Grid Service Upgrade <u>Two Hundred Thirty Thousand</u> Dollars <u>and No Cents</u> Cents/LS	\$230,000	\$230,000
4	1 Allowance	Project contingency to be used as directed by Owner <u>One Hundred Thousand</u> Dollars <u>and No Cents</u> Cents/LS	\$100,000	\$100,000

Total - Electrical Contractor (Contract 1E) \$ 574,000.00

TOTAL CONTRACT IE BID PRICE IN WORDS (including above Allowances)

Five Hundred Seventy Four Dollars and No Cents

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

Michael Parkes - President and CEO

Susan Parkes-McNally - Treasurer and Secretary

Timothy Boldt - Chief Administrative Officer

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

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

16-0950645
Social Security Number
or Federal Identification
Number

O'Connell Electric Company, Inc.

Signature of Individual or
Corporate Name

By: 

Corporate Officer (if applicable) Timothy Boldt / Chief
Administrative Officer

Notice of acceptance should be mailed, faxed, or delivered to the following:

Douglas Marolf
(Name)

By: General Manager
(Title)

7001 Performance Drive
(Business Address)

North Syracuse, NY 13212
(City and State)

Date 4-3-2025

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

END OF SECTION 004113.18

SECTION 004200 - BIDDER'S QUALIFICATION STATEMENT

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a Prime Contractor?
56 years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?
Davis Road Pump Station - Onondaga County WEP - Ref# ONGOV-010-23
Complete Electrical Upgrade - Job Completed 1/2/2025
3. Have you ever failed to complete work awarded to you? If so, where and why?
No
4. Name three individuals or corporations for which you have performed work and to which you refer:
Onondaga County - Mike Bush - 315-435-2260
Oneida County - John Waters - 315-798-5656
Erie County Water Authority Maintenance - Scott Aiple - 716-685-8225
5. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions:
Yes
Potential coordination problems with other tradesmen.
6. Will you Subcontract any part of this Work? If so, describe which portions:
Yes, work / coordinate with National Grid

7. Please list the names and addresses of the subcontractors to be used for the portions of the work listed below. Additional information will be required in accordance with the Instructions to Bidders, Item 8

A&M Electric

1117 West Fayette St Suit #3

Syracuse, NY 13204

8. What equipment do you own that is available for the work?

Ladders, drills, misc. electric tools

9. What equipment will you purchase for the work?

NA

10. What equipment will you rent for the work?

NA

11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

See attached

12. State the true and exact, correct, and complete name under which you do business.

BIDDER IS: O'Connell Electric Company, Inc.,

SOLE PROPRIETORSHIP

(Individual's Signature)

(SEAL)

(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

A PARTNERSHIP

(Partnership Name)

(SEAL)

(General Partner's Signature)

(General Partner's Name)

Business Address: _____

Phone No.: _____

A CORPORATION

O'Connell Electric Company, Inc.
(Corporation Name)
New York
(State of Incorporation)

By Timothy Boldt
(Name of person authorized to sign)
Chief Administrative Officer
(Title)
(Authorized Signature)

(CORPORATE SEAL)

Attest Susan Parkes McNally
(Secretary) Corporate Officer- Susan Parkes McNally
Business Address: 830 Phillips Road
Victor, NY 14564
Phone No.: 585-924-2176

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: Liberty Mutual Insurance Company

Surety's Address: 175 Berkeley Street
Boston, MA 02118

Name and address of Surety's resident agent for service of process in _____:
Marsh USA, Inc.
507 Plum Street, Suite 110
Syracuse, NY 13204

END OF SECTION 004200

INDEPENDENT AUDITOR'S REPORT

May 31, 2024

To the Board of Directors and Stockholders of
O'Connell Electric Company, Inc.:

Opinion

We have audited the accompanying financial statements of O'Connell Electric Company, Inc. (a New York Corporation), which comprise the balance sheets as of February 29, 2024 and February 28, 2023, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of O'Connell Electric Company, Inc. as of February 29, 2024 and February 28, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of O'Connell Electric Company, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about O'Connell Electric Company, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

171 Sully's Trail
Pittsford, NY 14534
p (585) 381-1000
f (585) 381-3131

www.bonadio.com

O'CONNELL ELECTRIC COMPANY, INC.

BALANCE SHEETS
FEBRUARY 29, 2024 AND FEBRUARY 28, 2023

	2024	2023		2024	2023
ASSETS			LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT ASSETS			CURRENT LIABILITIES		
Cash and cash equivalents	\$ 74,232,192	\$ 41,297,842	Current portion of long-term debt	\$ 7,239,543	\$ 6,245,202
Restricted cash	2,153,609	2,047,251	Current portion of operating lease liability	95,753	91,612
Contracts receivable, net of allowance for credit losses of \$2,440,000 and \$1,225,000 at February 29, 2024 and February 28, 2023, respectively	64,174,754	60,412,947	Accounts payable	17,443,877	25,120,234
Retainage receivable	9,200,421	16,833,074	Accrued liabilities:		
Costs and estimated earnings in excess of billings on contracts in progress	21,724,282	30,843,125	Accrued expenses	1,716,704	1,492,373
Prepaid expenses and other current assets	1,897,881	1,812,598	Payroll, taxes and benefits	12,563,896	15,008,219
			Union benefits	2,391,549	3,941,845
			Income tax payable	522,058	950,091
			Advances from unconsolidated joint venture	-	203,151
			Billings in excess of costs and estimated earnings on contracts in progress	50,139,245	48,379,847
Total current assets	173,383,189	173,046,537	Total current liabilities	92,112,825	101,433,274
DUE FROM STOCKHOLDER	8,025,000	7,025,000	LONG-TERM LIABILITIES		
RIGHT-OF-USE ASSET	635,332	733,791	Long-term debt, net of current portion	12,248,966	16,272,402
PROPERTY AND EQUIPMENT, net	39,336,084	34,136,958	Operating lease liability, net of current portion	555,787	651,540
INVESTMENT IN UNCONSOLIDATED JOINT VENTURE	426,949	-	Deferred income taxes	9,887,072	2,091,232
OTHER LONG-TERM ASSETS	215,657	218,301	Total long-term liabilities	18,691,825	19,015,174
			Total liabilities	110,804,650	120,448,448
			STOCKHOLDERS' EQUITY		
			Common stock, \$1 par value, 20,000 shares authorized, 10,000 shares issued, and 8,825 and 8,900 shares outstanding at February 29, 2024 and February 28, 2023, respectively	10,000	10,000
			Paid-in capital in excess of par	20,000	20,000
			Retained earnings	125,568,426	108,050,739
				125,598,426	108,080,739
			Treasury stock, at cost, 1,175 shares and 1,100 shares at February 29, 2024 and February 28, 2023, respectively	(14,380,885)	(13,368,600)
			Total stockholders' equity	111,217,541	94,712,139
	\$ 222,022,191	\$ 215,160,587		\$ 222,022,191	\$ 215,160,587

The accompanying notes are an integral part of these statements

SECTION 004500 - NON-COLLUSIVE AFFIDAVIT

State of New York)

ss.

County of Ontario)

Timothy Boldt being first duly sworn, deposes and says
that:

- (1) He is the Chief Administrative Officer, of O'Connell Electric
(Owner, Partner, Officer, Representative or Agent)
Company, Inc., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

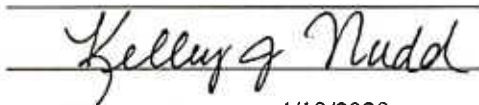
BY



Timothy D. Boldt, Chief Administrative Officer
(Title)

Subscribed and sworn to before me

this 1st day of May, 20 25.



My commission expires on 4/19/2029

KELLEY J NUDD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NU6416568
Qualified in Ontario County
Commission Expires April 19, 20 29

END OF SECTION 004500



O'Connell Electric Company, Inc.

Industrial & Commercial Construction • Power Line & Substation • Communications
Transportation • Renewable Energy • Service & Maintenance • Technical Services

CORPORATE RESOLUTION

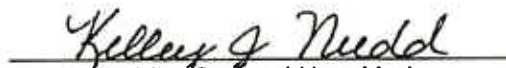
STATE OF NEW YORK
COUNTY OF ONTARIO

The legal status of the undersigned is a Corporation.

A Corporation duly organized and doing business under the laws of the State of New York for whom Timothy D. Boldt, Chief Administrative Officer, whose signature is affixed to this Bid/Contract, is duly authorized by the Board of Directors to execute the Bids and Contracts.


Corporate Officer
Susan Parkes-McNally

Sworn to and subscribed before me this 19th day of June, 2024.


Notary Public, State of New York



Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | Phone 585.924.2176 | Fax 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | Phone 518.346.0077 | Fax 518.346.0728
Buffalo 20 Lancaster Parkway | Lancaster, NY 14086 | Phone 716.675.9010 | Fax 716.686.0586

Rochester 390 Systems Road | Rochester, NY 14623 | Phone 585.424.3472 | Fax 585.424.3486
Syracuse Hancock Airpark 7001 Performance Drive | North Syracuse, NY 13212
Phone 315.437.1453 | Fax 315.437.7431

www.oconnellelectric.com



O'Connell Electric Company, Inc.

*Industrial & Commercial Construction · Power Line & Substation · Vegetation Management
Communications · Transportation · Renewable Energy · Service & Maintenance · Technical Services*

O'Connell Electric Company, Inc.
7001 Performance Drive
North Syracuse, NY 13212

Subject: Build America / Buy America and American Iron and Steel Certification for
RFB 2025-001
City of Rome Kessinger Dam Rehabilitation – Contract 1E Electrical

I, Timothy Boldt, certify that the following products and/or materials shipped / provided to the subject project are in full compliance with the Build America / Buy America and the American Iron and Steel requirement as mandated in the EPA's State Revolving Fund Programs.

Items, Products, and / or Materials

1. Conduits
2. Trapeze Hangers
3. Hardware

Such process took place at the following locations: 7001 Performance Drive, North Syracuse, NY 13212

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the Engineer.

Timothy Boldt
Chief Administrative Officer

Corporate Headquarters 830 Phillips Road | Victor, NY 14564 | P 585.924.2176 | F 585.924.4973

Albany 2360 Maxon Road Ext | Schenectady, NY 12308 | P 518.346.0077 | F 518.346.0728 **Rochester** 390 Systems Road | Rochester, NY 14623 | P 585.424.3472 | F 585.424.3486
Buffalo 20 Lancaster Parkway | Lancaster, NY 14086 | P 716.675.9010 | F 716.686.0586 **Rochester** 400 Systems Road | Rochester, NY 14623 | P 585.869.4630 | F 585.272.0107
Syracuse Hancock Airpark 7001 Performance Drive | North Syracuse, NY 13212 | P 315.437.1453 | F 315.437.7431



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: City of Rome Kessinger Dam Rehabilitation
Contractor's Name: O'Connell Electric Company, Inc.
Contract ID: RFB 2025-001
SRF Project No.:
SRF Recipient Name: City of Rome

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

A handwritten signature in blue ink, appearing to read "Timothy Boldt", is written over a rectangular box.

Name (print):

Timothy Boldt

Title:

Chief Administrative Officer

Date:

4/3/25



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: City of Rome Kessinger Dam Rehabilitation
Contractor's Name: O'Connell Electric Company, Inc.
Contract ID: RFB 2025-001
SRF Project No.: _____
SRF Recipient Name: City of Rome

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

A handwritten signature in blue ink, appearing to read "Timothy Boldt", is written over a rectangular box.

Name (print):

Timothy Boldt

Title:

Chief Administrative Officer

Date:

4/3/25



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

City of Rome

Project Description:

City of Rome Kessinger Dam Rehabilitation RFB 2025-001

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Signature:

Name: Timothy Boldt

Title: Chief Administrative Officer

Company Name: O'Connell Electric Company, Inc.

Date: 4/3/25

Contract ID: RFB 2025-001

SECTION 004113.16 - BID FORM

BID FORM
TO

City of Rome
Kessinger Dam Rehabilitation
RFB-2025-001
Contract IG - General

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 308 Maltbie Street, Suite 101, Syracuse, New York 13204 and dated February 2025 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within forty five (45) days, after the actual date of the opening of the Bids, the undersigned will within fifteen days, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and to fully complete the Work on or before November 15, 2026 and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,000 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Kessinger Dam Rehabilitation
Bid Form - General Contractor
Contract IG

Item No.	Estimated Quantity	Pay Item Description Unit Prices in Words	Unit Price in Figures	Extended Total in Figures
1	1 Lump Sum	Mobilization/Demobilization Dollars Cents/LS	\$	\$
2	1 Lump Sum	Spillway and Right Non-Overflow Section Cofferdams and Dewatering Dollars Cents/LS	\$	\$
3	1 Lump Sum	Gatehouse Cofferdams and Dewatering Dollars Cents/LS	\$	\$
4	10 CY	Right Training Wall Concrete Demolition Dollars Cents/CY	\$	\$
5	155 SY	Spillway / Right Non-Overflow Section Concrete Demolition, Up to 6" Thick Dollars Cents/SY	\$	\$
6	635 SY	Spillway / Right Non-Overflow Section Concrete Demolition, 6" to 8" Thick Dollars Cents/SY	\$	\$
7	25 SY	Spillway/ Right Non-Overflow Section Concrete Demolition, 8 to 12" depth Dollars Cents/SY	\$	\$

8	20 SY	Underwater Concrete Demolition on U/S Face of Spillway	Dollars	\$	\$
			Cents/SY		
9	980 Each	#4 Dowels Epoxied into Existing Spillway, Right Non-Overflow Section, Right and Left Training Walls, and Bypass Channel Retaining Wall Concrete	Dollars	\$	\$
			Cents/Each		
10	1,050 LF	Miradrain - 6"-Wide Strip	Dollars	\$	\$
			Cents/LF		
11	10 CY	Right Training Wall Concrete	Dollars	\$	\$
			Cents/CY		
12	155 SY	Spillway/Right Non-Overflow Section Concrete, Up to 6" Thick	Dollars	\$	\$
			Cents/SY		
13	635 SY	Spillway/ Right Non-Overflow Section Concrete, 6" to 8" thick	Dollars	\$	\$
			Cents/SY		
14	25 SY	Spillway/ Right Non-Overflow Section . Concrete, 8" to 12" Thick	Dollars	\$	\$
			Cents/SY		
15	20 SY	Underwater Concrete Repair on Upstream Face of Spillway	Dollars	\$	\$
			Cents/SY		
16	1 LS	Ice Boom and Anchors	Dollars	\$	\$
			Cents/LS		

17	1 LS	Clear/prepare area for grouted riprap (cut tree/brush at edge of water adjacent to non-overflow downstream area)	Dollars Cents/LS	\$ _____	\$ _____
18	95 CY	Grouted Riprap	Dollars Cents/CY	\$ _____	\$ _____
19	30 LF	Crack Repair	Dollars Cents/LF	\$ _____	\$ _____
20	115 CY	Exterior Gatehouse Wall Demolition	Dollars Cents/CY	\$ _____	\$ _____
21	270 SY	Interior Gatehouse Wall Demolition, 1" to 2" Thick	Dollars Cents/SY	\$ _____	\$ _____
22	56 SY	Interior Gatehouse Wall Demolition, 6" Thick	Dollars Cents/SY	\$ _____	\$ _____
23	44 CY	Left Training Wall and Bypass Discharge Retaining Wall Demolition	Dollars Cents/CY	\$ _____	\$ _____
24	220 EA	#5 Dowels Epoxied into Gatehouse Concrete	Dollars Cents/Each	\$ _____	\$ _____
25	12 EA	#6 Rock Dowels Epoxied Inside Gatehouse	Dollars Cents/Each	\$ _____	\$ _____

26	115 CY	Exterior Gatehouse New Concrete	Dollars		
			Cents/CY	\$	\$
27	270 SY	Interior Gatehouse Overlay Repair Mortar, 1" to 2" Thick	Dollars		
			Cents/SY	\$	\$
28	56 SY	Interior Gatehouse New Concrete, 6" Thick	Dollars		
			Cents/SY	\$	\$
29	770 SF	Interior Gatehouse Plaster Repair of Masonry Walls	Dollars		
			Cents/SF	\$	\$
30	1540 SF	Exterior Gatehouse Masonry Restoration	Dollars		
			Cents/SF	\$	\$
31	1 LS	Interior Gatehouse Painting	Dollars		
			Cents/LS	\$	\$
32	1 LS	Exterior Gatehouse Painting	Dollars		
			Cents/LS	\$	\$
33	44 CY	Left Training Wall and Bypass Discharge Retaining Wall Concrete	Dollars		
			Cents/CY	\$	\$
34	1 LS	Upstream Retaining Wall	Dollars		
			Cents/LS	\$	\$

35	2 EA	Slotted Slide Gate and Manual Trash Rack (exterior of gatehouse)	Dollars Cents/Each	\$	\$
36	1 LS	Metal Grating	Dollars Cents/LS	\$	\$
37	1 LS	Handrail	Dollars Cents/LS	\$	\$
38	590 SY	Cementitious Slurry Waterproofing	Dollars Cents/SY	\$	\$
39	1 LS	Process equipment furnish/install - new De-icing mixers, replace basket strainers with Autostrainers, nozzles for screen discharge trough, and ancillary piping	Dollars Cents/LS	\$	\$
40	1 LS	Bypass Water Supply System (including coarse screens before discharge to water tunnel and controls)	Dollars Cents/LS	\$	\$
41	1 Allowance	Controls/Programming Allowance		\$50,000	\$50,000
42	1 Allowance	Project Contingency allowance to be used at owner's discretion <i>Five hundred thousand dollars</i>		\$500,000	\$500,000

Total - General Contractor (Contract 1G) \$

TOTAL CONTRACT IG BID PRICE IN WORDS (including above Allowances)

\$ _____

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

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

Social Security Number
or Federal Identification
Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

(Name)

By: _____

(Title)

(Business Address)

(City and State)

Date _____

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

END OF SECTION 004113.16

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 15967-LIB-124

Bid Bond

CONTRACTOR:

(Name, legal status and address)

O'Connell Electric Company, Inc. - Syracuse Division

7001 Performance Drive

North Syracuse, NY 13212

OWNER:

(Name, legal status and address)

City of Rome

198 North Washington Street

Rome, NY 13440

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

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

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

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

PROJECT:

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

City of Rome Kessinger Dam Rehabilitation, RFB 2025-001 - Contract No. 1E - Electrical

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2025

(Witness)


(Witness) Maria Cafarelli

O'Connell Electric Company, Inc. - Syracuse Division

(Principal)

(Seal)

(Title)

Timothy D. Boldt, Chief Admin. Officer
Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title)

Antonio V. Corasaniti, Attorney-in-Fact

SURETY ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Monroe

On this 26th day of March in year 2025 Before me personally come(s)
Antonio V. Corasaniti to me known, who, being by me duly sworn, deposes and says
that same resides in Rochester, NY that same is the Attorney-in-Fact
of the Liberty Mutual Insurance Company the
corporation described in and which executed the foregoing instrument; that same knows the seal of the said
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the
order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

Janine A. Kappen

My Commission Expires: November 1, 2026

Janine A. Kappen
Notary Public, State of New York
Reg. No. 01KA6230308
Qualified in Monroe County
Commission Expires November 1, 2026

CORPORATE ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Ontario

On this 3rd day of April In the year 2025 before me personally come(s)
Timothy D. Boldt to me known, who, being by me duly sworn,
deposes and says that same resides in Honeoye Falls, NY that same is the
Chief Administrative Officer of the O'Connell Electric Company, Inc.
the corporation described in and which executed the foregoing instrument; that same knows the seal of the
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by
the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

KELLEY J NUDD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NU6416568
Qualified in Ontario County
Commission Expires April 19, 2029

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____
County of _____

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

(Signature of Notary taking acknowledgment)

RESOLUTION NO. 103

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-006 AND ENTER INTO AN AGREEMENT WITH GORICK CONSTRUCTION CO., FOR THE TORNADO DAMAGED STRUCTURES AT 425 ERIE BOULEVARD AND 328 RIDGE STREET DEMOLITION PROJECT (\$333,000.00).

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of Gorick Construction Co., for the Tornado Damaged Structures at 425 Erie Boulevard and 328 Ridge Street Demolition Project, for a total amount not to exceed \$333,000.00, with a contract term effective upon execution and to expire upon completion of the work; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Gorick Construction Co., for the Tornado Damaged Structures at 425 Erie Boulevard and 328 Ridge Street Demolition Project, for a total amount not to exceed \$333,000.00, with a contract term effective upon execution and to expire upon completion of the work, pursuant to the attached Proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Bid Advertisement

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:00 a.m. local time May 8, 2025 for the following project:

RFB-2025-006 Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Street

BID OPENING

Bid will be publicly opened and read aloud at 11:00 a.m., local time, May 8, 2025 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall and dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2025-006 Tornado Damaged Structures 425 Erie Boulevard and 328 Ridge Street

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors must notify the City of Rome in order to be placed in the official plan holder's list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted. **To be placed on the official plan holders list please contact the Department of Public Works at (315) 339-7632 or (315) 339-7627 . You can also email Joseph Guiliano at jguiliano@romecitygov.com**

ADDENDA

The City will not issue Addenda, nor will its Engineer issue addenda nor respond to bidder's questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, Rome New York. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

Dated: April 15, 2025

Eric Seelig, City Clerk
City of Rome
Board of Estimate and Contract

JEFFREY LANIGAN
MAYOR



JENNIFER GLEASMAN
PURCHASING AGENT

BID TALLY SHEET

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

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

TORNADO DAMAGE STRUCTURES 425 ERIE BOULEVARD AND 328 RIDGE STREET CITY OF ROME RFB-2025-006

PROJECT SPECIFICATIONS		EMPIRE DISMANTLEMENT CORP.		GORICK CONSTRUCTION Co. / Inc.		BRONZE CONTRACTING LLC.		JACKSON DEMOLITION	
425 ERIE BOULEVARD		Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount
General ConditionsRequirements for Contractor Environmental Health and Safety Demolition	Lump Sum		\$10,000.00	Lump Sum	\$3,500.00	Lump Sum	\$8,569.00	Lump Sum	\$10,000.00
	Lump Sum		\$10,000.00	Lump Sum	\$7,000.00	Lump Sum	\$1,178.00	Lump Sum	\$6,845.00
	Lump Sum		\$30,000.00	Lump Sum	\$40,000.00	Lump Sum	\$24,976.00	Lump Sum	\$28,059.00
Removal, Loading and Transport of Asbestos Contaminated Materials Earthwork Sub Total 425 Erie Blvd.	2000 Tons		\$20,000.00	2000 Tons	\$74,000.00	2000 Tons	\$63,581.00	2000 Tons	\$91,254.00
	300 Cubic Yards		\$20,000.00	300 Cubic Yards	\$10,500.00	300 Cubic Yards	\$10,717.00	300 Cubic Yards	\$18,357.00
			\$90,000.00		\$135,000.00		\$109,021.00		\$154,515.00
328 RIDGE STREET		Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount	Estimated Quantity	Bid Amount
General ConditionsRequirements for Contractor Environmental Health and Safety Demolition	Lump Sum		\$10,000.00	Lump Sum	\$4,000.00	Lump Sum	\$21,877.00	Lump Sum	\$5,000.00
	Lump Sum		\$10,000.00	Lump Sum	\$7,000.00	Lump Sum	\$1,178.00	Lump Sum	\$3,960.00
	Lump Sum		\$40,000.00	Lump Sum	\$74,000.00	Lump Sum	\$86,537.00	Lump Sum	\$68,127.00
Removal, Loading and Transport of Asbestos Contaminated Materials Earthwork Sub Total 328 Ridge Street	2250 Tons		\$22,500.00	2250 Tons	\$87,750.00	2250 Tons	\$96,297.00	2250 Tons	\$178,256.00
	150 Cubic Yards		\$15,000.00	150 Cubic Yards	\$5,250.00	150 Cubic Yards	\$6,894.00	150 Cubic Yards	\$7,555.50
			\$97,500.00		\$178,000.00		\$212,783.00		\$262,898.50
FIELD ADJUSTMENT ALLOWANCE			\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
TOTAL BID			\$207,500.00		\$333,000.00		\$341,804.00		\$437,413.50

Project		Tornado Damaged Structures 425 Erie- 328 Ridge St		Returned Sealed Bids To Clerk's Office By: <u>May 8, 2025</u>		Time: 11:00am	
RFB- 2025-006				Bid Set Price: <u>\$0.00</u>		Checks Payable To:	
No.	Date	NAME	Address (Street, City, State, & Zip)	CK # / CASH	Plans Returned		
					YES	NO	
1	4/15/2025	Syarcuse Builders Exchange Monica Wallis Telephone: Fax:	email_mwallis@syrbex.com	NA			
2		Seymour Excavating Telephone: 3158533961 Fax:	Tracy Seymour email_seymour2018@yahoo.com				
3	4/15/2025	Gorick Construction Inc. Scott Allegrino Telephone: 607-775-1765 ext 11 Fax:	27 Track Drive Binghamton NY 13904 email_sallegriano@gorickconstruction.com	NA			
4		Dans Hauling and Demo Teri Ralston Telephone: 518 438 9800 Fax:	PO Box 585 West Sand Lake NY 12196 email_teri@danshauling.com				
5	4/21/2025	Ritter & Paratore Contracting Chris Wandley Telephone: 315-738-011 Fax:	2435 State Route 5 Utica NY 13502 email_christopher@rcpi.biz				
6	4/15/2025	Bronze Contracting Brandon Karam Telephone: 315-896-5084 Fax:	9188 State Route 12 Remsen NY 13438 email_bkarram.bronze@yahoo.com	NA			
7		MJ's Contracting Services Inc. Chris Cleveland Telephone: 315-202-4006 Fax:	379 N. Stafford Ave Suite 3 Waterville NY 13480 email_cleveland@mjcsl.com				
8	4/16/2025	Empire Dismantlement Corp Jackie Brown TIN 16-1593984 Telephone: 716-773-7707 Fax:	2680 Grand Island Blvd Grand Island NY 14072 email_expert@empiredismantle.com				
9		Jackson Demolition Inc. Matt Miller Telephone: 518-374-3366 Fax:	397 Anthony Street Schenectady NY 12308 email_mmiller@jacksondemolition.com				
10	4/16/2025	Equip-Co Unlimited of NY LLC Jeffrey Glod Telephone: 315-252-0308 Fax:	2107 State Rt 5 Utica NY 13502 email_jeff@equip-counlimited.com				
11	4/16/2025	Industry Standard USA Corey Woods Telephone: 315-436-8654 e Fax: 855-683-4132	7842 Goguen Drive Liverpool NY 13090 email_cwoods@industrystandardusa.com				
12	4/16/2025	Sabre Demolition Thomas O'Brien Telephone: 315-382-4010 Fax: 315-320-4238	115 Railroad Street Warners, NY 13164 email_tobrien@sabredemolition.com				
13	4/22/2025	Buckley's Excavating and Landscaping Kayla Buckley Telephone: 607-674-6192 Fax:	152 State Hwy 12B Sherburne NY 13460 email_info@buckleys-excavating.com				
14	4/21/2025	D & S Excavating LLC Darwin Putnam Telephone: 315-717-8823 Fax:	106 Putnam Estate Dr Frankfort NY 13340 email_dputnam69@yahoo.com				
15	4/21/2025	Elite Excavating & Demolition Inc Mark Lindsley Telephone: 315-532-3375 Fax:	43 Kelly Rd Frankfort NY 13340 email_eliteexcavatinganddemolition@yahoo.com				
16	5/5/2025	Durable Demolition Tera					
17							

Empire Dismantlement Corp

5/14/2025

City of Rome
Commissioner of Public Works
198 Washington Street
Rome, NY 13440

Attention: Joseph G. Guiliano
Commissioner of Public Works

RE: Demolition Tornado Damage
425 Erie Boulevard & 325 Ridge Street

Dear Mr. Guiliano:

Empire Dismantlement Corp., has discovered, upon review of our bid that there is a error within the Removal, Loading and Transport of Asbestos Contaminated Materials calculation of our bid.

We have no choice but to respectfully request that our bid be withdrawn from consideration of award.

We feel this is in the best interest of all parties to assure a successful project.

We appreciate your consideration of our request.

Sincerely



David Mazur
President

Judith L. Zawisza-Kessler

From: Scott Allegrino <sallegrino@gorickconstruction.com>
Sent: Thursday, May 15, 2025 11:13 AM
To: Joe Guiliano; Mayor; Mayor Secretary
Cc: Zachary Thomann; Kelsey Beach; Kendyl Gorick
Subject: RE: RFB 2025-006 award request

Joe,

Well thank you we look forward to working with you guys again we will be in touch next week have a great day and thanks for your business



Scott Allegrino | Demolition Project Manager

Gorick Construction Co., Inc.

27 Track Drive | Binghamton, NY 13904

W: 607.775.1765 Ext. 1011 | F: 607.775.1608

sallegrino@gorickconstruction.com | www.gorickconstruction.com



From: Joe Guiliano <jguiliano@romecitygov.com>
Sent: Wednesday, May 14, 2025 2:19 PM
To: Mayor <mayor@romecitygov.com>; Mayor Secretary <MayorSecretary@romecitygov.com>
Cc: Zachary Thomann <ZThomann@romecitygov.com>; Kelsey Beach <KBeach@romecitygov.com>; Kendyl Gorick <Kendyl@gorickconstruction.com>; Scott Allegrino <sallegrino@gorickconstruction.com>
Subject: RFB 2025-006 award request

[EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Lanigan,

The attached request for legislation is to award the second low submitted bid due to the lowest submission being retracted by the submitting company and approved by myself as the best method to award this project. the attached files should be exercised in the review of this award request.

Empire Dismantling has requested their submission to be retracted due to a typo in one of their inputted quantity costs. This submitted retraction letter is attached.

Respectfully,

Joseph G. Guiliano

COMMISSIONER OF PUBLIC WORKS

CITY OF ROME

198 WASHINGTON STREET ROME, NEW YORK 13440 315-339-7627 OFFICE 315-525-8038 CELL



Disclaimer

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RESOLUTION NO. 104

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AWARD RFB-2025-005 AND
ENTER INTO AN AGREEMENT WITH DOLOMITE PRODUCTS CO. (\$2,393,703.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works, has recommended that the City of Rome, New York retain the services of Dolomite Construction, Co. for the 2025 Cold Milling and Resurfacing Project, for a total amount not to exceed \$2,393,703.00, effective upon the date of execution and ending upon completion of the work; and

WHEREAS, this project will be funded by the HHQ5112-2025 Street bond; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Dolomite Construction, Co. for the 2025 Cold Milling and Resurfacing Project, for a total amount not to exceed \$2,393,703.00, effective upon the date of execution and ending upon completion of the work, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

JENNIFER GLEASMAN
PURCHASING AGENT

JEFFREY M. LANIGAN
MAYOR



JOSEPH G. GUILIANO
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 - 005
BID TITLE: 2025 COLD MILLING AND RESURFACING PROJECT
BID DUE: MAY 15, 2025 at 11:00 AM
BID OPENING: MAY 15, 2025 at 11:00 AM

COMPANY NAME: Dolomite Products Company, Inc.

MAILING ADDRESS: 6375 Tuttle Road
Canastota, NY 13032

PHONE: (315) 697-3367

EMAIL: mreff@dolomitegroup.com

WEBSITE: www.dolomitegroup.com

SIGNATURE: *Martin G. Reff*

PRINTED NAME/TITLE: Martin G. Reff, Vice President

TOTAL OF BID IN FIGURES: 2,393,703.00

TOTAL OF BID IN WORDS: Two million three hundred ninety three thousand
Seven hundred three no cents

PLEASE ATTACH BID MONIES OR CERTIFIED CHECK TO THIS PAGE.



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we DOLOMITE PRODUCTS COMPANY, INC.

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of MASSACHUSETTS
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF ROME

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF TOTAL AMOUNT BID

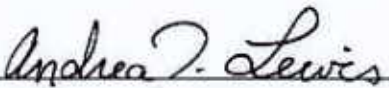
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2025 COLD MILLING & RESURFACING PROJECT (RFB-2025-005)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 15TH day of MAY, 2025.



Andrea T. Lewis (Witness)

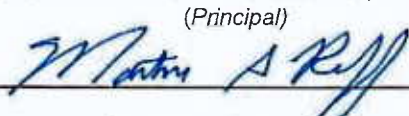


Andrea T. Lewis (Witness)

DOLOMITE PRODUCTS COMPANY, INC.

(Principal)

(Seal)

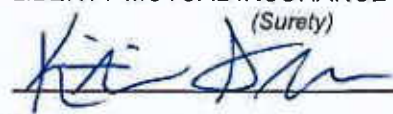


Martin G. Reff (Title) Vice President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

(Seal)



Kristina Shade (Title) Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Madison } SS

On this 15th day of May, 2025 before me personally came Martin G. Reff to me known, who, being by me duly sworn, did depose and say that he resides in Syracuse, New York, that he is the Vice President of 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.



Andrea T. Lewis
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Madison } SS

On this 15th day of May, 2025 before me personally came Kristina Shade to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Andrea T. Lewis
Notary Public

BIDDING & CONTRACT REQUIREMENTS
STATEMENT OF SURETY'S INTENT

To:

City of Rome

We have received the bid of:

Dolomite Products Company, Inc.

6375 Tuttle Road, Canastota NY 13032

Name & Address

For:

2025 Cold Milling & Resurfacing Project, RFB-2025-005

Bids for which will be received on:

May 15, 2025

And wish to advise that should this Bid of the Contract be accepted and the contract awarded to said corporation, it is our present intention to become surety of the Performance Bond and Labor and Materials Payment bond as may be required by the Contract.

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

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

Attest:

Andrew J. Lewis
Signature

Kristina Shade
Signature

Attorney-in-Fact
Kristina Shade

Attach Power of Attorney

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



POWER OF ATTORNEY

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

Certificate No: **8213339-014099**

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, Dan Broomhall; Darlene Casale; Johnathan DeRitter; Blake Henderson; Nick Hula; Christopher LoTempio; Michael Mastropietro; Robert E. Mitchell; Martin G. Reff; Robert M. Roote, Jr.; Kristina Shade

all of the city of Rochester state of WA 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 bid bonds and related undertakings, recognizances, and other surety obligations on behalf of Dolomite Products Company Inc.; dba A.L. Blades dba Ulster Paying Company, and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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 12th day of March, 2025.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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, 2029
Commission number 1125044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of May, 2025.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

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

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

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

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

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



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

2025 COLD MILLING AND RESURFACING PROJECT Description of Worked Performed						
Item #	Unit	Quantity	Unit Price	Amount		
1.00	Unlimited Excavation	100	50.00	5,000.00		
4.1.05	Countdown Backhoe Surface Depth Range 0 - 2.3 inches (Countdown Materials are Computed and Owned by Contractor)	106,000	1.65	174,900.00		
4.2.05	Countdown Backhoe Surface Depth Range 2.35 - 4 inches (Countdown Materials are Computed and Owned by Contractor)	10,500	1.75	18,375.00		
4.30	Countdown Backhoe Surface Depth Range 6 - 13 inches (Countdown Materials are Computed and Owned by Contractor)	1,000	27.00	27,000.00		
13.10	10 Inch HPC BDR 2825 - Includes the cost of HPC BDR but does NOT include the cost of excavation and backfill materials	20	35.00	700.00		
13.12	12 inch HDPE ADS PERFORATED STORM PIPE - Includes the cost of installation but does NOT include cost of excavation and backfill materials	400	20.00	8,000.00		
15.00	Gravel and Backfill - Includes cost of gravel BDR and gravel at existing material	350	40.00	14,000.00		
20.00	New Gate Box - 3 PC - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	10	625.00	6,250.00		
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	640.00	12,800.00		
22.10	Reset Manhole Frame to Replaced Gate - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	30	940.00	28,200.00		
22.11	Reset Manhole Frame to Replaced Gate - E.J. USA Self Level Frame Prod. #00002433 & #00002435 - Castings Provided by City of Rome	6	1,200.00	7,200.00		
22.20	Manhole Drainage Joint Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	1,100.00	27,500.00		
22.30	Additional Miter of Existing Manhole Catch Basins in Multiple Frames - (Includes cost of excavation and installation of pre-cast concrete ring)	10	275.00	2,750.00		
24.10	NYSDOT Class A M Concrete Curb - Straight or Radius	350	50.00	17,500.00		
25.00	Manhole Base - (Flat Curb)	17,000	3.00	51,000.00		
28.00	NYSDOT Item #403 138102 - Type 3 Sliver Course - Approximately 2.5 inch Lift Thickness	1,400	70.00	98,000.00		
28.10	NYSDOT Item #403 138102 - Type 3 Sliver Course Head Work - Approximately 2.5 inch Lift Thickness	200	130.00	26,000.00		
29.00	NYSDOT Item #403 138102 - Type 7F Top Course - Approximately 1.5 inch Lift Thickness	9,500	82.00	779,000.00		
29.10	NYSDOT Item #403 138102 - Type 7F Top Course Head Work - Approximately 1.5 inch Lift Thickness	250	175.00	43,750.00		
29.20	NYSDOT Item #403 138102 - Type 7 Top Course True and Leveling - Approximately 1.0 inch Lift Thickness	6,000	82.00	492,000.00		
30.00	NYSDOT Item #403 138102 - Gravel Base in Item #403 138102 - (Includes cost of materials and installation)	500	37.00	18,500.00		
33.00	NYSDOT Class D Concrete - 6 inch Depth Concrete Sidewalk - Remove and Replace	2,500	20.00	50,000.00		
33.30	Asphalt Interlocking Wearing Stone - (Includes cost of materials and installation)	400	30.00	12,000.00		
62.00	Pre-Cast Concrete Block Wall with Ledge Base - 4 ft Diameter Round, 9 Foot Depth - (Includes cost of materials and installation)	1	4,500.00	4,500.00		
64.00	Concrete to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	1,250.00	3,750.00		
79.00	NYSDOT Type 2 Subgrade Material - Gravel Run Material	350	27.00	9,450.00		
80.00	NYSDOT Type 3 Subgrade Material - Gravel Run Material	200	37.00	7,400.00		
86.00	Gravel to Existing Material - Non-Woven (Used as material replacement to storm water catch basin)	700	1.00	700.00		
119.10	Reset Gravel Curb - Straight or Radius - (Includes cost of gravel curb materials and installation)	10	75.00	750.00		
163.00	Full Depth Patch - 6 inch Depth Utility Excavation Asphalt Repair - (Includes cost of excavate materials and install 4.5" BDR and 1.5" Top)	1,500	71.00	106,500.00		
165.11	White Epox Resurfaced Pavement Slips - 20 Mils Thickness	25,000	1.00	25,000.00		
165.12	Yellow Epox Resurfaced Pavement Slips - 20 Mils Thickness	25,000	1.00	25,000.00		
165.14	White Epox Resurfaced Pavement Symbols - 20 Mils Thickness	10	215.00	2,150.00		
199.00	Pre-Cast Concrete Drainage Inlet Catch Basin - 2 ft X 2 ft X 3 ft Square (Includes cost of materials and installation)	3	2,500.00	7,500.00		
212.00	Field Change Allowance	1	\$50,000.00	\$50,000.00		
214.00	Maintenance and Protection of Traffic	1	\$37,578.00	\$37,578.00		
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	\$93,000.00	\$93,000.00		
TOTAL BID				2,393,703.00		

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that Dolomite Products Company, Inc.
(name of individual, partnership or corporation)

is insured with Liberty Mutual Insurance Company
(name of insurance provider)

under Policy No. WA7-C8D-004095-024 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 9/1/2024 - 9/1/2025

To City of Rome. 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: 
Martin G. Reff, Vice President
(Name and Title)

Telephone No. (315) 697-3367

Title Vice 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.

Dolomite Products Company, Inc.
(BIDDER)

BY: 
Martin G. Reff
Vice President
(Title)

PROJECT: RFB-2025-005 2025 Cold Milling and Resurfacing Project

EMERGENCY CONTACT NUMBERS

Contact Dolomite Products Company, Inc.

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

CONTACT PERSON NOS. CAN BE REACHED AT*

1. Terry Bruse (315) 761-7863 CELL
(315) 697-3367 OFC
2. Nick Hula (315) 980-4224 CELL
(315) 697-3367 OFC
3. Marty Reff (315) 447-6631 CELL
(315) 697-3367 OFC

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

CONTACT PERSON NOS. CAN BE REACHED AT*

1. Terry Bruse (315) 761-7863 CELL
* Do not call office
2. Nick Hula (315) 980-4224 CELL
* Do not call office
3. Marty Reff (315) 447-6631 CELL
* Do not call office

* 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.



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
Engineer I

**CITY OF ROME
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440
Phone: (315) 339-7635
www.romenewyork.com

Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

May 9, 2025

RFB-2025-005 2025 Cold Milling and Resurfacing – Addendum Questions and Answers

Official Plan Holders,

Thank you for your interest in the City of Rome 2025 Cold Milling and Resurfacing Project. Below you will find Questions and Answers regarding the project bidding documents. Please review this information as required in the bidding process.

1. Q: Dolomite – With regards to the NYS Labor Law, Section 220, Subsection 3-a, Paragraph F, which specifies that prevailing wage rates must be paid in the hauling of any aggregate supply construction materials, on a public works site, including hauls to and from the site, return hauls (whether empty or loaded), and any time spent loading or unloading. On this particular project, we recognize that all haulers will be required to be paid prevailing wage on all site work, complete aggregate delivery and complete milling operations. Do the payrolls for all these activities go directly to your office along with the regular weekly payrolls of the general contractors' employees?

A: City of Rome – Yes. Certified payrolls will be submitted with each payment request for all employees and submitted to the Engineer for review. This project will be administered under current NYS Labor Law in regards to prevailing wage rates. The NYS Department of Labor is the responsible party for review and approval of submitted certified payrolls.

2. Q: Dolomite – With regards to the NYS Labor Law, Section 220, Subsection 3-a, Paragraph F, which specifies that prevailing wage rates must be paid in the hauling of any aggregate supply construction materials, on a public works site, including hauls to and from the site, return hauls (whether empty or loaded), and any time spent loading or unloading. On this particular project, we recognize that all haulers will be required to be paid prevailing wage on all site work, complete aggregate delivery and complete milling operations. Do the hours of these haulers certified payroll count towards the total hours for Minority and Female participation on your "EEO Monthly Utilization Report"?

A: City of Rome – Yes. Hours listed on certified payrolls for haulers classified as a Minority or Female will count towards the total hours of EEO Monthly Utilization Report. Certified payrolls will be submitted with each payment request for all employees and submitted to the Engineer for review. This project will be administered under current NYS Labor Law in regards to prevailing wage rates. The NYS Department of Labor is the responsible party for review and approval of submitted certified payrolls.



Jeffrey M. Lanigan
Mayor

Patrick Surace, P.E.
Engineer II

Thomas Davis
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Joseph G. Guiliano
Commissioner of Public Works

Eric Seifert
Public Works Inspector

3. Q: Dolomite – Just in clarification, is 100% of the site surveying the responsibility of the General Contractor?

A: City of Rome – Yes. Site survey operations will be the responsibility of the Contractor. Verifications may be performed by the Engineer for acceptance and compliance.

4. Q: Dolomite – As the amount of manhole and catch basin alterations per street that are done gets lower and lower each year, is the General Contractor still responsible for the vacuuming of all manholes and catch basins and the removal of any obstructions of any inverts on 100% of all manholes and catch basins on every paved street upon completion of the project?

A: City of Rome – Yes. Vacuum cleaning of all structures on every street is a requirement of the contract. The vacuum cleaning of structures operation is typically performed once all other work has been completed.

5. Q: Dolomite – In regards to Item 163.00 is saw cutting of all exposed edges required for each location?

A: City of Rome – Yes. Item #163.00 Full Depth Patch requires a neat saw cut line for the entire perimeter of each location identified on the work list.

6. Dolomite – In regards to Items 22.10, 22.11 and 22.20, are all exposed edges required to be saw cut for each location?

A: City of Rome – For all Structure Reset locations including the Item Numbers listed, the contractor has the option to choose between either Jack Hammering or Saw Cutting the existing asphalt surface before excavation of the structure casting.

Best,

Patrick D. Surace, P.E.
Engineer II
City of Rome
Engineering Department
198 N. Washington Street
Rome, New York 13440
C: (315) 335-2653
psurace@romecitygov.com
www.romenewyork.com

Bid Advertisement

Sealed bid will be received by the City Clerk of the City of Rome, New York, up until: MAY 15, 2025, 11:00 AM for the following project:

RFB-2025-005

2025 Cold Milling and Resurfacing Project

BID OPENING

Bid will be publicly opened and read aloud on MAY 15, 2025 at 11:00 AM.

Bids will be opened in the Council Chambers located at:

198 North Washington St, Rome, NY, 13440

Rome City Hall, 2nd Floor

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall or dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2025-005 2025 Cold Milling and Resurfacing Project

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed on the official plan holders list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holders list will not be accepted. To be placed on the official plan holders list please contact:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

ADDENDA

The City will issue addenda once all project and bid questions have been received. The City will not respond to bidder's questions after May 9, 2025.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be no pre-bid conference for this project bid.

All project and bid questions must be received by:

May 9, 2024

All questions should be directed to:

Patrick D. Surace, P.E.

Engineer II

City of Rome

Engineering Department

198 N. Washington Street

Rome, New York 13440

C: (315) 335-2653

PSurace@RomeCityGov.com

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, NY. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination based on race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the Right to Reject any and all bid proposals deemed to be NOT in the best interest of the City.

The City of Rome also reserves the Right to Accept any bid proposal deemed to be in the best interest of the City.

Dated: April 28, 2025

Eric Seelig, City Clerk

City of Rome, NY

Board of Estimate and Contract

2025 COLD MILLING AND RESURFACING PROJECT - CANVAS OF BIDS

		CONTRACTOR		BID/QUOTE				CENTRAL PAYING				HICKORY MILLING MATERIALS				BARRETT MILLING MATERIALS				AVERAGE PRICING	
Item #	Description Of Worked Performed	Contract Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1.00	(Unbudgeted Estimate)																				
4.1.05	Coloring Blacktop Surface Depth Range 0 - 2.5 inches (Coloring Materials are Controlled and Owned by Contractor)	100	CY	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$35.00	\$3,500.00	\$42.50	\$4,250.00	\$45.00	\$4,500.00	\$35.00	\$3,500.00	\$42.50	\$4,250.00		
4.2.05	Coloring Blacktop Surface Depth Range 2.75 - 4 inches (Coloring Materials are Controlled and Owned by Contractor)	106,000	SY	\$1.65	\$174,900.00	\$2.00	\$212,000.00	\$1.20	\$127,200.00	\$1.30	\$137,800.00	\$1.54	\$163,140.00	\$1.20	\$127,200.00	\$1.30	\$137,800.00	\$1.54	\$163,140.00		
4.30	Coloring Blacktop Surface Depth Range 0 - 3 inches (Coloring of Small Patch Areas Less than 50 SY Each Location)	10,500	SY	\$1.75	\$18,375.00	\$2.20	\$23,100.00	\$1.80	\$18,900.00	\$1.80	\$18,900.00	\$2.21	\$23,205.00	\$1.80	\$18,900.00	\$1.80	\$18,900.00	\$2.21	\$23,205.00		
13.10	10 inch PVC SDR 2609 - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	1,000	SY	\$27.00	\$27,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00		
13.12	12 inch HDPE ADS PERFORATED STORM PIPE - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	\$15.00	\$300.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00		
15.00	Trench and Backfill - (Includes cost of excavation and removal of existing materials)	400	LF	\$20.00	\$8,000.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00		
20.00	New Gate Box, 3 PG - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	350	CY	\$10.00	\$3,500.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00	\$45.00	\$15,750.00		
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	10	EA	\$225.00	\$2,250.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00		
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	EA	\$640.00	\$12,800.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00		
22.11	Reset Manhole Frame to Required Grade - EU USA Soil Level Frame Prod #40020243 & 400120423 - Castings Provided by City of Rome	30	EA	\$940.00	\$28,200.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00	\$950.00	\$28,500.00		
22.20	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	6	EA	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00		
22.20	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA	\$1,100.00	\$27,500.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00		
22.30	Additional Allowing of Draining (See Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	VF	\$775.00	\$7,750.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00		
24.10	NYSDOT Class A or Class B Concrete Curb - Straight or Radius	350	LF	\$50.00	\$17,500.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00		
25.00	Concrete (Mixed) (See Note)	17,000	GAL	\$3.00	\$51,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00	\$5.00	\$85,000.00		
28.00	NYSDOT Item #403.13802 - Type 3 Binder Course - Approximate 1.5 inch Lift Thickness	1,400	TON	\$70.00	\$98,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00	\$85.00	\$119,000.00		
28.10	NYSDOT Item #403.13802 - Type 3 Binder Course Hand Work - Approximate 2.5 inch Lift Thickness	200	TON	\$130.00	\$26,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00		
29.00	NYSDOT Item #403.18202 - Type 7F Top Course - Approximate 1.5 inch Lift Thickness	9,500	TON	\$82.00	\$779,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00	\$84.00	\$798,000.00		
29.10	NYSDOT Item #403.18202 - Type 7F Top Course Hand Work - Approximate 1.5 inch Lift Thickness	250	TON	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00	\$175.00	\$43,750.00		
29.20	NYSDOT Item #403.18202 - Type 7 Top Course True and Leveling - Approximate 1.5 inch Lift Thickness	6,000	TON	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00	\$82.00	\$492,000.00		
30.00	NYSDOT Item #403.18202 - Type 7 Top Course True and Leveling - Approximate 1.5 inch Lift Thickness	500	TON	\$37.00	\$18,500.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00		
31.00	NYSDOT Class C Concrete - 11 inch Depth Concrete Subgrade - Resurface and Repave	2,500	SF	\$20.00	\$50,000.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00	\$15.00	\$37,500.00		
33.30	Alpha Polyethylene Weaving Mats - (Based on 100% Polyethylene) - (Includes cost of materials and installation)	400	SF	\$30.00	\$12,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00		
62.00	Pre-Cast Concrete Storm Water Catch Basin - 4 Ft Diameter Round, 5 Foot Depth - (Includes cost of materials and installation)	1	EA	\$1,250.00	\$1,250.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00		
64.00	Concrete for Fixing Manhole or Catch Basin - (Includes cost of excavation and installation)	350	TON	\$27.00	\$9,450.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$15.00	\$5,250.00		
79.00	NYSDOT Type 2 Subgrade Material - Gravel Run Material	200	TON	\$37.00	\$7,400.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00	\$38.00	\$7,600.00		
80.00	NYSDOT Type 4 Subgrade Material - Gravel Material	700	SY	\$1.00	\$700.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00	\$1.75	\$1,225.00		
86.00	Street Traffic Material - New Widened Area Widened Area (Includes cost of materials and installation)	10	LF	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00		
119.10	Reset Grates, Curbs, Straight or Radius - (Includes cost of excavation materials and installation)	1,500	SY	\$71.00	\$106,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00	\$75.00	\$112,500.00		
163.00	Full Depth Patch - 6 inch Depth Utility Excavation Asphalt Repair - (Includes cost to excavate materials and install 4.5" Binder and 1.5" Top)	25,000	LF	\$1.00	\$25,000.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00		
165.11	White Epoxy Reinforced Pavement Strips - 20 Mils Thickness	25,000	LF	\$1.00	\$25,000.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00	\$1.50	\$37,500.00		
165.14	White Epoxy Reinforced Pavement Symbols - 20 Mils Thickness	10	EA	\$215.00	\$2,150.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00	\$225.00	\$2,250.00		
199.00	Pre-Cast Concrete Drainage Inlet Catch Basin - 2 Ft x 3 Ft x 3 Ft Square - (Includes cost of materials and installation)	3	EA	\$2,500.00	\$7,500.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00		
212.00	Pre-Cast Concrete Drainage Inlet Catch Basin - 2 Ft x 3 Ft x 3 Ft Square - (Includes cost of materials and installation)	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
214.00	Manhole and Protection of Trench	1	LS	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00		
234.00	Material Removal - (Material Removal Material Exceed 1% of Total Bid)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
	TOTAL BID				\$2,393,793.00		\$2,394,475.00		\$2,395,845.00		\$2,375,182.31		\$2,375,182.31		\$2,375,182.31		\$2,375,182.31		\$2,375,182.31		

RESOLUTION NO. 105

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT
WITH PRODUCTION PAINTING & SERVICES, INC. (\$15,750.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York retain the services of Production Painting & Services, Inc., for painting services at the 200 March Street Water Pump Station, for a total amount not to exceed \$15,750.00, with a contract term effective upon execution and to expire upon completion of the work; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Production Painting & Services, Inc., for painting services at the 200 March Street Water Pump Station, for a total amount not to exceed \$15,750.00, with a contract term effective upon execution and to expire upon completion of the work, pursuant to the attached Quote which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

*Commercial - Residential - Industrial - Drywall Finishing
Special Coatings - Textured Ceilings - Vinyl Wallcovering*



PRODUCTION Painting & Services, Inc.

8256 New Floyd Road
Rome, New York 13440
(315) 865-8272



February 6, 2025

ATTENTION:
Tony Nash
Superintendent of Water and Sewer
City of Rome
Tnash@romecitygov.com
(315) 838-1762

PRODUCTION Painting & Services, Inc. is pleased to bid on the following project:

**City of Rome
Water Pump Station
210 March Street
Rome, NY 13440**

We are using the drawings, specifications, RFI's, and bid exhibits provided to us. If any of these documents are inaccurate or outdated, a revised proposal will need to be coordinated. All work is to be completed in a workmanlike manner according to standard practices. Any bidding documents or drawings received after the date listed at the top of this proposal will void the specified pricing. Please forward any post bid documentation and follow up with us for updated pricing. Any alterations or deviations from job specifications and drawings will need to be submitted to our estimator for a change order. Any alterations or deviations will change the original contract value. Before any changes involving extra costs are made, a written change order must be signed and dated. Thank you for your time, attention, and opportunity to work together. We wish you and your company all the best in this competitive construction market. As always, feel free to reach out to our office manager Katrina Miglin with any additional clarification you may need. It is our pleasure to serve you and your company.

Interior Project:

- Remove all loose paint
- Apply one (1) coat of Peel Bond Primer and two (2) coats of Benjamin Moore Ultra Spec 500 finish coat
- Price includes window frames and concrete bases for mechanicals as desired

Total Bid: **\$15,750**

Note #1: **PRICING GUARANTEE:** We are pleased to provide this price quotation to you and your company. Please note the above-mentioned pricing is good for 60 (sixty) days from the date listed at the top of this proposal. Due to the ever-increasing cost and availability of materials, we cannot guarantee pricing beyond this time frame. We will honor pricing if verbal or written approval is sent to Katrina within the allotted time frame. If there is a holding pattern from the architect, or owner, please reach out to us for updated pricing.

Note #2: **WAGE SCALE REQUIREMENTS:** This project is subject to NYS DOL prevailing wage rates.

Notes #3: **TAX EXEMPTION:** This project is Tax Exempt

Note #4: **WORKDAYS, SHIFTS, SCHEDULING:** We are NOT including Saturday and Sunday work in this price quotation.

Note #5: **CONSTRUCTION SCHEDULE:** We are planning our workforce and labor according to the initial construction work schedule. If there are any changes affecting the schedule, please be sure to notify us immediately so we can continue to plan for a timely, successful completion.

Note #6: **ADDENDUMS:** We acknowledge receipt of zero (0) addendums for this project

Best regards,

Steve Jones

Steve Jones, President

Office: (315) 865-8272



S. Centolella Painting, Inc
5311 Rome New London Rd
Rome NY 13440

Estimate

Date	Estimate #
2/20/2025	1080

Name / Address
CITY OF ROME

Project

Description	Qty	Rate	Total
** WATER PUMP STATION ** Scrape all ceilings and walls Scrape and sand water pump bases Clean up of paint debris Paint walls, windows, ceilings and pump bases **PLEASE PROVIDE TAX EXEMPTION FORM**		18,000.00	18,000.00
		Subtotal	\$18,000.00
		Sales Tax (8.75%)	\$0.00
		Total	\$18,000.00

WINTERTON PAINTING II, INC.

*Residential-Commercial
Industrial*

*Airless Spray
Drywall Finishing*

*Custom Wallpapering
Graphics*

DATE: April 22, 2025

BID TO: The City of Rome Public Works

ATTN: Tony Nash

PROJECT: Griffiss Tech Park Water Pump Station- Interior Painting

Winterton Painting II, Inc. will provide all labor, materials, supplies and equipment to perform the scope of work as listed below:

INTERIOR PAINTING

Griffiss Tech Park Water Pump Station

Ceiling, Ceiling Beams and Walls

- Scrape loose & peeling paint
- Apply 1 coat of Loxon Masonry Primer and 2 coats of latex semi-gloss DTM

Wood Window Trim

- Prime knots and apply 2 finish coats of latex semi-gloss DTM

Pump Motor Pedestals (3)

- Scrape loose and peeling paint
- Prime rust with Universal metal primer
- Apply 2 coats of Alkyd Urethane Gloss

Ductwork

- Scrape loose and peeling paint
- Prime rust with Universal metal primer
- Apply 2 coats of DTM Semi-gloss

Base Bid: \$23,250.00

*Exclusions: Prices does not include Glazed Block Walls
Price does not include doors and frames*

Winterton Painting II, Inc. understands this is a Prevailing Wage project and that it is a Tax-Exempt project.

Thank you for the opportunity to bid this project, should you have any questions please do not hesitate to contact our office.

RESOLUTION NO. 106

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MJ BURBEN, INC. (\$15,000.00).**

By _____:

WHEREAS, David Gratch, Chief of the Fire Department for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with MJ Burben, Inc. for comprehensive grant research, application preparation, and administrative support services, for an amount not to exceed \$15,000.00, beginning on May 13, 2025 and expiring on May 13, 2026; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with MJ Burben, Inc. for comprehensive grant research, application preparation, and administrative support services, for an amount not to exceed \$15,000.00, beginning on May 13, 2025 and expiring on May 13, 2026, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



MJ Burben Inc. is a leader in securing government contracts, grants, and loans across federal, state, and local levels. Recognizing the complex barriers to public funding, MJ Burben offers strategic, expert assistance that enables clients to successfully navigate intricate application processes, regulatory requirements, and intense competition for limited funds. With billions available in government procurement contracts, grants, and loans, MJ Burben empowers clients to access these vital resources to advance their missions.


At the helm of MJ Burben is Chief Executive Officer Julie A. Burline, whose 25+ years of experience have shaped the company's unmatched reputation in the industry. Julie has secured funding for diverse clients, including first responders, healthcare systems, municipalities, educational institutions, and private corporations. Under her leadership, MJ Burben has managed over 65 fire station construction and development projects and 25 law enforcement infrastructure projects. Client list available upon request.

The Burben Method embodies a proactive approach, guiding clients through the complexities of identifying and securing funding opportunities across government levels. The team leverages unique insights to pinpoint discretionary funds, anticipate funding cycles, and identify legislative trends that may open new opportunities. MJ Burben's track record includes successful fund acquisition from high-profile federal departments such as Homeland Security, Energy, Transportation, Defense, Health and Human Services, Veterans Affairs, and the Small Business Administration, along with state and local authorities nationwide.

With a team experienced in agency procurement, RFP authorship, and award decision-making, MJ Burben brings an insider's understanding to the procurement process. This knowledge enables them to craft proposals that align with government priorities and decision-making criteria, including pricing, quality standards, contract terms, and applicant qualifications.

Beyond securing funds, MJ Burben provides exceptional support in resolving challenges that may arise during funding negotiations or application processes. In the event of disputes, MJ Burben approaches government agencies professionally and with keen diplomacy, prioritizing positive, long-term relationships. This commitment has led to favorable client outcomes, such as full award payments, equitable consideration of new proposals, and adherence to contract terms.



142 Sterling Drive | Utica, New York 13502 |  Julie. Burline@MJBURBEN.org




(315) 922-7183 (office) |  (315) 708-8132 (cell)



Through its comprehensive and highly adaptive services, MJ Burben Inc. under Julie A. Burline's leadership remains a trusted partner in unlocking funding for impactful projects across industries.



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CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of May 13, 2025 ("Effective Date") by and between:

Client: City of Rome, New York Fire Department 158 Black River Blvd N, Rome, NY 13440

And

MJ BURBEN INC., a corporation organized and existing under the laws of the State of New York, with its principal place of business located at 142 Sterling Drive, Utica, New York 13502, hereinafter referred to as "Consultant."


1. DESCRIPTION OF SERVICES

Effective May 13, 2025, Consultant shall deliver comprehensive grant research, application preparation, and administrative support services (collectively, the "Services"). Consultant makes no guarantees regarding the securing of funds or grant awards as a result of these Services.


1.1. Consultant as Point of Contact: Consultant shall act as the primary point of contact for the CLIENT in all matters related to grant applications and subsequent grant administration.

1.2. Scope of Work: The scope of work shall be determined and agreed upon jointly by the CLIENT and Consultant. However, Consultant retains the right to repudiate any directives or cancel this Contract for activities or directives deemed irresponsible, illegal, unethical, or in violation of State or Federal law.



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2. PAYMENT.

The Client agrees to compensate the Consultant in the amount of \$15,000 for the Services rendered.

2.1. Fee Schedule:

Total Annual Fee: \$15,000 Due June 1, 2025

2.2. Travel Expenses: Travel expenses incurred for meetings and onsite work exceeding 200 miles from Utica, New York, shall be reimbursed at a rate of \$500 per day. For meetings, conferences, and onsite work exceeding a 300-mile radius from Utica, New York, a minimum daily rate of \$1000 shall apply, with payment due ten days in advance of travel. Travel during or after a post-declared natural disaster or terrorist attack, and all immediate emergency travel (within ten days of departure), shall incur charges of \$1500 per day per consultant team member, with payment due within 60 days of service.

2.3. Preferred Remote Work: Consultant prefers remote work and will utilize video conferencing for all required meetings. Onsite meetings and onsite work are at the sole discretion of the CLIENT and subject to Consultant team member availability.

2.4. Late Payment: In the event any invoice is not paid when due, interest shall accrue on all overdue amounts at a rate of 8 percent per month, or the maximum allowable rate under applicable New York laws, whichever is less.

2.5. Collection Costs: The Client shall be responsible for all collection costs, including reasonable attorney fees. Consultant reserves the right to cancel this Contract and seek legal remedies in the event of payment default.

3. TERM.

This Agreement shall be in effect from May 13, 2025, through May 13, 2026.

4. COMMUNICATION.

4.1. Client Representative: The Client's designated representative, named below, shall serve as the primary point of contact for Consultant.



142 Sterling Drive | Utica, New York 13502



Julie. Burline@MJBURBEN.org



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Client Representative named: Fire Chief Gratch

4.2. Compliance with Directives: Consultant shall adhere to directives provided by the Client's designated representative, provided such directives are legal and in the Client's best interest. However, Consultant retains the right to repudiate directives it deems irresponsible, illegal, unethical, or in violation of State or Federal law. In such cases, Consultant may cancel this Contract immediately without refund.

5. WORK PRODUCT OWNERSHIP.

Any copyrightable works, ideas, project development, narrative statements, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed by Consultant in connection with the Services shall be the exclusive property of Consultant. Upon request, the Client shall execute all necessary documents to confirm Consultant's sole ownership of the Work Product.

6. CONFIDENTIALITY.

6.1. Confidentiality Obligations: Consultant and its employees, agents, or representatives shall not, directly or indirectly, use for personal benefit or disclose any proprietary information of the Client. Such information shall be treated as strictly confidential and protected.

6.2. Continuing Obligations: These confidentiality obligations shall remain in effect after the termination of this Contract. Any waiver of these obligations by the Client shall be limited to a single occurrence tied to specific information disclosed to a specific third party. The confidentiality clause shall remain in effect for all other circumstances. The Client shall sign a single occurrence confidentiality waiver releasing Consultant from any harm or issues resulting from the Client's decision to disclose information for each occurrence.

7. WARRANTY.

Consultant does not guarantee the realization of any funding or success in any project. However, Consultant shall provide Services in a timely and workmanlike manner, adhering to generally accepted standards within Consultant's community and region.

8. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:



142 Sterling Drive | Utica, New York 13502 |  Julie.Burline@MJBURBEN.org



(315) 922-7183 (office) |  (315) 708-8132 (cell)



- 8.1. Failure to make a required payment when due.
- 8.2. The insolvency or bankruptcy of either party.
- 8.3. Any levy, seizure, general assignment for the benefit of creditors, application, or sale of property.
- 8.4. Actions deemed irresponsible, illegal, unethical, or in violation of Local, State, or Federal law by Consultant.

9. REMEDIES.

In the event of a material default, the non-defaulting party may terminate this Contract upon providing written notice to the defaulting party, describing the nature of the default. The defaulting party shall have 30 days from the notice date to cure the default(s). Failure to do so shall result in automatic termination of this Contract, unless otherwise waived in writing.

10. FORCE MAJEURE.

If performance under this Contract is prevented or delayed by causes beyond a party's reasonable control (Force Majeure), the affected party shall provide prompt written notice to the other party. The obligations of the affected party shall be suspended to the extent necessary due to Force Majeure. The affected party shall use reasonable efforts to mitigate and remove the causes of non-performance.

11. DISPUTE RESOLUTION.

The parties shall attempt to resolve any disputes through friendly negotiations. If negotiations fail, disputes shall be submitted to mediation or binding arbitration as outlined in accordance with statutory rules of mediation and the American Arbitration Association.

12. ENTIRE AGREEMENT.


This Contract constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements concerning its subject matter.

13. SEVERABILITY.

If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

14. AMENDMENT.



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This Contract may be modified or amended in writing, signed by the party obligated under the amendment.

15. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the State of New York.

16. NOTICE.

All notices shall be delivered in person or by certified mail, return receipt requested, to the addresses specified in the opening paragraph or as updated in writing.

17. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Contract shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. ATTORNEY'S FEES TO THE PREVAILING PARTY.

In any action arising under this Contract or any separate action concerning the validity of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, both in the trial court and on appeal.


19. CONSTRUCTION AND INTERPRETATION.

The rule requiring construction or interpretation against the drafter is hereby waived. This document shall be considered as if both parties drafted it in a mutual effort.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first above written, May 13, 2025.

For Client: City of Rome New York Fire Department

By:

Date:

Service Provider: MJ BURBEN INC.

By: Julie Ann Burline
CEO MJ Burben Inc.

Date:

Witnessed by:

Date:



142 Sterling Drive | Utica, New York 13502 |  Julie. Burline@MJBURBEN.org



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RESOLUTION NO. 107

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A AN AGREEMENT WITH THE UTICA POLICE DEPARTMENT.**

By _____:

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome, New York, execute and enter into an Agreement with the Utica Police Department for inter-Jurisdictional law enforcement service and assistance (mutual aid); now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute and enter into an Agreement with the Utica Police Department for inter-Jurisdictional law enforcement service and assistance (mutual aid), pursuant to the attached agreement, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

**POLICE MUTUAL AID AGREEMENT
(OUTSIDE SERVICE BY LOCAL LAW ENFORCEMENT)**

THIS AGREEMENT made February 5th, 2025, by and between the Utica Police Department and the City of Utica, NY, a municipal corporation with its principal place of business located at 1 Kennedy Plaza Utica, New York and the Rome Police Department and the City of Rome, NY, a municipal corporation with its office located at 198 N. Washington St., Rome, New York. The parties are sometimes referred to as a "local government" or collectively as "local governments".

RECITALS

WHEREAS, Section 119-o of the General Municipal Law (GML) permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, §119-n(c) and § 119-o GML further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the City of Utica and the City of Rome are all located entirely within the County of Oneida with all of the jurisdictions employing their own full-time police departments which currently provide police service exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of interagency law enforcement services on a day-to-day basis;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the local governments and their police departments and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request

- assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services, including public safety dispatch services and animal control services;
 4. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;
 5. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergencies, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement;
 6. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and
 7. Provide for the possibility of obtaining and maintaining shared equipment.

ARTICLE TWO

Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

1. Emergency, and
2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.

Examples of this type of situation would include but not be limited to:

- Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
- Response of officer(s) of one party into the other party's jurisdiction to provide backup for officers on or responding to calls which would require a two-officer response, and only one officer of the requesting party is available;
- Response of officer(s) of one party into the other party's jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e. conductive energy device deployment, tactical team deployment, K9, mobile field force, forensic response)
- Temporary assignment of public safety dispatchers of one local government to another for purposes of assisting in receiving and dispatching of calls for service;
- Temporary assignment of dog control and/or animal control officers of one local government to another should their officer be unavailable due to prior calls for service or inability to respond;

- Conducting joint investigations and executions of warrants; Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;
- Developing and maintaining a multi-jurisdictional forensic crime scene response team and on call list;
- Conducting joint responses to high-risk tactical incidents and maintaining a multiple agency tactical team;
- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;
- Conducting joint training.
- Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency.
- With the goal to pursue consistency in response and possible joint accreditation; and
- Sharing of all categories and types of equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

ARTICLE THREE

Power and Authorization

Each party authorizes the officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale preplanned events) should come through the respective Police Chief, Sheriff, or their designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the

responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

3. Pursuant to sections §119-n(c) and § 119-o GML, officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE FOUR

Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Further, each party authorizes the respective Police Chiefs, Sheriff, or their designee, to prearrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

ARTICLE FIVE

Compensation and Expenses

All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief's, Sheriff, and respective municipal board.

ARTICLE SIX

Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request

for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

ARTICLE SEVEN

Rules and Regulations

The Sheriff and the Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

ARTICLE EIGHT

Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs and Sheriff will fully communicate, consult and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted and that

unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE NINE

Approval, Modification and Termination.

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

This Agreement may be terminated at any time by passage of a resolution terminating same by the governing board of a party to the Agreement. A copy of the resolution shall be promptly filed with the Clerk of each local government following its passage. However, obligations previously incurred are not extinguished by the termination of the Agreement.

This agreement shall terminate on December 31, 2030. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2031. [Intermunicipal agreements may be in effect for up to five years §119-n (2) (j)]

ARTICLE TEN

Miscellaneous

This Agreement constitutes the entire Agreement between the parties and cannot be modified or amended except by written Agreement of the parties pursuant to Article Nine, above.

The laws of the State of New York shall govern this Agreement.

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed

an original.

For the purposes of this Agreement, when involved in routine law enforcement work of a nonemergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year written above.

By: _____

Mark Williams, Chief of Police
City of Utica Police Department

By: _____

Michael Galime, Mayor
City of Utica

STATE OF NEW YORK

COUNTY OF ONEIDA

On the _____ day of _____, 20_____, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of

Appointed in _____ County

My Commission Expires:

Notary Public

By: _____

Kevin James, Chief of Police

City of Rome Police Department

By: _____

Jeffery Lanigan, Mayor

City of Rome

STATE OF NEW YORK

COUNTY OF ONEIDA

On the _____ day of _____, 20_____, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of

Appointed in _____ County

My Commission Expires:

Notary Public

RESOLUTION NO. 108

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH GRIDLEY PAIGE, INC. (\$5,000.00).**

By _____:

WHEREAS, Jeffrey M. Lanigan, Mayor for the City of Rome, New York, has recommended that the City of Rome, New York retain the services of Gridley Paige, Inc., for a music performance at the July 4th event, for a total amount not to exceed \$5,000.00, with a contract term effective on July 4, 2025 at 2:30 p.m. and expiring on July 4, 2025 at 9:00 p.m.; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Gridley Paige, Inc., for a music performance at the July 4th event, for a total amount not to exceed \$5,000.00, with a contract term effective on July 4, 2025 at 2:30 p.m. and expiring on July 4, 2025 at 9:00 p.m., pursuant to the attached agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 109

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT
WITH THE ROME FAMILY YMCA FOR USE OF THE GRYZIEC FIELD.**

By _____:

WHEREAS, Derrick D'Amore, Deputy Director of Parks & Recreation for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with the Rome Family YMCA for use of Gryziec Field for its annual Summer Day Camp Program beginning on June 30, 2025 and ending on August 29, 2025; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Rome Family YMCA for the use of Gryziec Field for its annual Summer Day Camp Program beginning on June 30, 2025 and ending on August 29, 2025.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

FACILITY USE AGREEMENT
Between the City of Rome and Tri-Valley YMCA

This Facility Use Agreement ("Agreement") is entered into on this ____ day of _____, 2025, by and between the **City of Rome**, a municipal corporation with offices located at 198 N. Washington Street, Rome, NY 13440 ("City"), and the **Tri-Valley YMCA**, located at 301 W. Bloomfield Street, Rome, NY 13440 ("YMCA").

1. Purpose

The purpose of this Agreement is to authorize the YMCA to utilize **Gryziec Park**, located at 6365 Muck Road, Rome, NY, for its **Summer Day Camp Program**.

2. Term

The YMCA is permitted to use Gryziec Park from **June 30 through August 29, 2025**, Monday through Friday, during the hours of **7:00 a.m. to 6:00 p.m.**, unless otherwise approved in writing by the City.

3. Permitted Use

The facility shall be used for YMCA-supervised youth summer camp programming. As Gryziec Park is a public facility, it will remain open to the general public during the term of this Agreement; however, the YMCA's scheduled camp activities shall have priority use of designated areas during program hours.

4. Use Fee

The facility shall be made available to the YMCA **at no charge** during the term of this Agreement.

5. Insurance

The YMCA shall provide the City with a Certificate of Insurance naming the **City of Rome as an additional insured**. Coverage must include general liability insurance with minimum limits of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**.

6. Supervision and Responsibility

The YMCA shall be solely responsible for the supervision and conduct of its staff, volunteers, and program participants.

7. Maintenance and Clean-Up

The City will perform its routine and scheduled maintenance of the park and its facilities. The YMCA agrees to maintain cleanliness and general order of the facility during and after daily use. Any maintenance concerns, damage, or safety issues shall be reported to the City Parks and Recreation Department immediately.

8. Termination

Either party may terminate this Agreement with **ten (10) days' written notice** to the other party.

9. Indemnification

The YMCA agrees to indemnify, defend, and hold harmless the City of Rome, its officers, employees, and agents from and against any and all claims, damages, or liabilities arising out of or related to its use of the facility, except where such claims arise solely from the City's negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF ROME

By: _____
Name: _____
Title: _____
Date: _____

TRI-VALLEY YMCA

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 110

**AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT EASEMENT AGREEMENT
WITH THE TOWN OF LEE (TAX MAP NO. 171.001-1-5.1 & 171.001-1-5.3) (\$1.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to grant a permanent easement at Tax Map No. 171.001-1-5.1 & 171.001-1-5.3 to the Town of Lee, New York, for an amount not to exceed \$1.00; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Easement Agreement approved by the Corporation Counsel, for purposes of the grant of a permanent easement at Tax Map No. 171.001-1-5.1 & 171.001-1-5.3 to the Town of Lee, New York, in an amount not to exceed \$1.00.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made the ____ day of _____ in the year Two Thousand and Twenty Five,

BETWEEN:

THE CITY OF ROME, NEW YORK, a municipal corporation within the County of Oneida and State of New York, with a principal place of business at 198 N. Washington Street, City Hall, Rome, New York 13440,

party of the first part,

THE TOWN OF LEE, NEW YORK, a municipal corporation within the County of Oneida and State of New York, with a principal place of business at 5808 Stokes Lee Center Road, Town Hall, Lee Center, New York 13363,

Party of the second part,

WITNESSETH:

THAT the party of the first part, in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part, a permanent easement and right-of-way of record in, under and along the premises described as Tax Map Parcels Nos. 171.001-1-5.1 and 171.001-1-5.3 as shown on Exhibit A (Map) and Exhibit B (Description) attached hereto, for the purpose of constructing, maintaining, using, operating, repairing and replacing a 12-inch diameter water main and appurtenances, water service, restoration and installing erosion control improvements; to make the required excavations therefor upon, over or across said land; together with right of the party of the second part, its officers, employees, agents, servants or contractors, of ingress and egress to enter upon and along the said referenced parcel of land for the full and complete use of the permanent easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the said easement and right-of-way unto the Town and its successors and assigns forever.

The party of the second part covenants that it will only enter upon the subject property when reasonably necessary for the purposes set forth herein. The party of the second part further covenants that, in the event it needs to access the property in order to do work on the water main and/or related equipment, the party of the second part will at all times use its best efforts to restore said property to the state it was in before the party of the second part entered on to it. The party of the first part hereby releases the Town from any claims for trespass or damages associated with the exercise of its rights hereunder, provided that the Town acts in accordance with the terms of this agreement.

The party of the first part covenants that he, his heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the water main and related equipment by the party of the second part.

The party of the first part hereby covenants with the Town that they are lawfully seized and possessed of the real property above described, that they have a good and lawful right to convey it, and any part thereof, including the right conveyed by this instrument, and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

If more than one person joins in the execution of this Easement or if the grantor be of the masculine/feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the masculine/feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreements hereof shall be their joint and several obligations.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal to be affixed hereto on the date and year first above written.

City of Rome

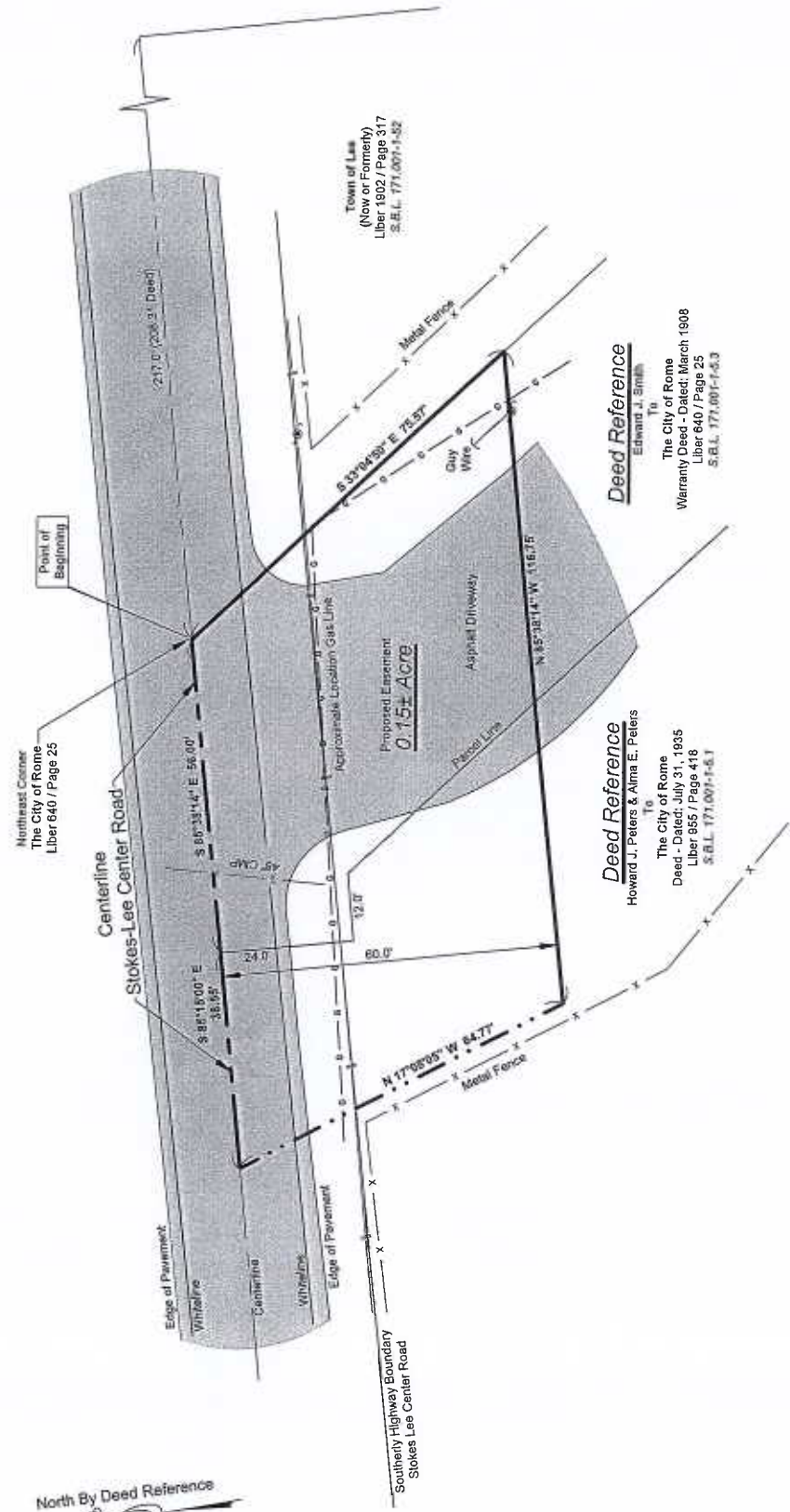
STATE OF NEW YORK)
 ss.
COUNTY OF ONEIDA)

On _____, 2025, before me, the undersigned, personally appeared _____, Member, **CITY OF ROME, NEW YORK**, personally known to me or proved to me on the basis of satisfactory evidence to be the corporation whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the corporation, or the person or entity upon behalf of whom the corporation acted, executed the instrument.

Notary Public

Record & return to:

Evan Rossi, Esq.
Rossi & Rossi
Attorney at Law, PLLC
587 Main Street, Suite 302
New York Mills, New York
13417



John R. & Eleanor M. Griffiths
(Now or Formerly)
Liber 1967 / Page 97
P.O. S.B.L. 171,001-1-51

Town of Lee
(Now or Formerly)
Liber 1902 / Page 317
S.B.L. 171,001-1-52

Deed Reference
Edward J. Smith
To
The City of Rome
Warranty Deed - Dated: March 1908
Liber 640 / Page 25
S.B.L. 171,001-1-53

Deed Reference
Howard J. Peters & Alma E. Peters
To
The City of Rome
Deed - Dated: July 31, 1935
Liber 855 / Page 418
S.B.L. 171,001-1-51

Legend:

- ⊙ Existing Utility Pole
- Overhead Utility Line

Unauthorized alteration or addition to a survey map
is a violation of the State Education Law for any
person who adds under the direction of a
licensed land surveyor, to alter an item in any way.
Section 7209, subdivision 2 of the New
York State Education Law



It is hereby certified that this is a correct map
made from an actual field survey

Jeffrey D. Moore
Jeffrey D. Moore, L.S., #051016

File No. 24-174

Boundary Survey Portion Lands of The City of Rome Stokes - Lee Center Road	
Being Part of Fonda's Patent Town of Lee - Oneida County - New York	
Dated: January 8, 2025 Revised:	
Scale: 1" = 20 Ft. Drawn By: MK Checked By: JM	
Moore Land Surveying, P.C. 1721 Black River Boulevard Rome, New York 13440 Office: 315-336-9480 Fax: 315-423-5428	

Exhibit A

Exhibit B

**Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, NY 13440
(315) 336-9480**

January 8, 2025

*Proposed description portion of the lands of
The City of Rome*

Proposed Easement

All that tract or parcel of land being part of Fonda Patent and situate in the Town of Lee, County of Oneida and State of New York, bounded and described as follows:

Beginning at a point standing on the centerline of Stokes-Lee Center Road (Highway Leading from Stokes to Lee Center); said point standing at the intersection of the centerline of Stokes-Lee Center Road with the westerly boundary of The Town of Lee (Now or Formerly) as described in a warranty deed – dated: October 2, 1969 and filed in the Oneida County Clerk's Office in Liber 1902 of Deeds at Page 317;

Thence S33°04'50"W 75.57 feet along the westerly boundary of The Town of Lee to a point;

Thence N85°38'14"W 116.75 feet to a point;

Thence N17°08'05"W 64.77 feet to a point standing on the centerline of Stokes-Lee Center Road;

Thence S85°15'00"E 38.55 feet along the centerline of Stokes-Lee Center Road to a point;

Thence S85°38'14"E 56.00 feet continuing along the centerline of Stokes-Lee Center Road to the point and place of beginning.

The above described easement containing 0.15 acre of land more or less, as surveyed by Moore Land Surveying, P.C..

Subject to the rights of the public to that portion of the above described premises lying within the bounds of Stokes-Lee Center Road;

Also subject to any other easements, covenants or restrictions of record.