



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:** BAHETT PAVING MATERIALS INC

**MAILING ADDRESS:** 4530 Wetzel Road  
LIVERPOOL, N.Y. 13090

**PHONE:** 315-652-4585

**EMAIL:** JLeviker@BAHETTPAVING.COM

**WEBSITE:** BAHETTINDUSTRIES.COM

**SIGNATURE:**  

**PRINTED NAME/TITLE:** Neil Dicob Stephen Mills  
vice president N.E. DIVISION controller

**TOTAL OF BID IN FIGURES:** \$2,715,182.<sup>31</sup>

**TOTAL OF BID IN WORDS:** TWO million seven Hundred ~~eighty~~ <sup>eighty</sup> thousand one hundred ~~eighty~~ <sup>eighty</sup> two dollars  
& ~~thirty~~ <sup>thirty</sup> one cents

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Barrett Paving Materials Inc.  
4530 Wetzel Road  
Liverpool, NY 13090

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
**Mailing Address for Notices**  
175 Berkeley Street  
Boston, MA 02116

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

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

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

### PROJECT:

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

RFB-2025-005 2025 Cold Milling and Resurfacing Project

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

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

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

Signed and sealed this 8th day of May, 2025.

(Witness)

(Witness) Howard Cogswell Freeman

Barrett Paving Materials Inc.

(Principal)

(Seal)

By:

(Title)

Paul DiCicco  
VICE president

STEPHAN MILLS  
N.E. DIVISION CONTROLLER

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Michelle Anne McMahon, Attorney-in-Fact



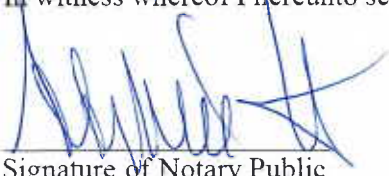
**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 8th day of May, 2025, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey

Printed Name of Notary

**STEPHANIE HARVEY**  
**NOTARY PUBLIC - CT 185862**  
My Commission Expires Mar. 31, 2027



# POWER OF ATTORNEY

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

**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 Michelle Anne McMahon all of the city of New York, state of NY, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers.

Principal Name: Barrett Paving Materials Inc.

Obligee Name: City Treasurer, City of Rome, NY

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

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 8th day of May, 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 ss  
COUNTY OF MONTGOMERY

On this 8th day of May, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

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



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

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

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



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2024**

<b>Assets</b>	<b>Liabilities</b>
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	<b>Total ..... \$47,104,416,171.00</b>
Other Admitted Assets.....\$19,367,663,200.00	Special Surplus Funds ..... \$174,153,086.00
<b>Total Admitted Assets .....\$74,539,483,661.00</b>	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
	<b>Total Liabilities and Surplus ..... \$74,539,483,661.00</b>

\* 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.



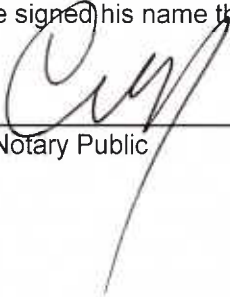
*Timothy A. Mikolajewski*

Timothy A. Mikolajewski, Assistant Secretary

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF NEW YORK  
COUNTY OF ONONDAGA

On this 14th day of May, 2025 before me personally came Neil Dicob and  
Stephan Mills, to me known, who, being by me duly sworn, did depose and  
say: that he is Northeast VP Operations / Northeast Divisional Controller of  
Barrett Paving Materials, Inc., that he knows the seal of the corporation; that the seal  
affixed to said instrument is such company seal; that it was so affixed by order of the  
Board of Directors of said company and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public

**Eugene C. Mosher, Jr.**  
**Notary Public State Of New York**  
**No. 01M06058633**  
**Qualified In Oswego County**  
**Commission Expires May 14, 20**27****

BID TENDERS COMMITTEE  
OF THE  
BOARD OF DIRECTORS

STATEMENT  
January 10, 2024

BID TENDERS: STATE OF NEW YORK

I, Rodney B. Russell, the President and a member of the Bid Tenders Committee of Barrett Paving Materials Inc., do hereby declare that the resolution adopted by the Board of Directors on December 15, 2023 under the caption "Bid Tenders: State of New York", as amended by this Bid Tenders Committee in accordance with the authorization of the Board of Directors granted on December 15, 2023, be and it hereby is further amended to restate the names of all persons designated therein, which resolution, as so amended, shall read in its entirety as follows:

"RESOLVED, that the persons designated below, acting as set forth in clause (v) below, be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise, (i) to prepare proposals and bids for the supplying of construction materials and the performance, within the State of New York (but not outside of said state), by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthwork and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality or agency of the United States or of the State of New York, including without limitation any municipality or other political or corporate sub-division of said state, and to any corporation, partnership, sole proprietorship or other business entity, (iii) in connection with any such submission, to deliver bid deposits as may be required, (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby and (v) to act in the execution of any such proposals, bids and definitive agreements as follows:

(A) in each case involving an aggregate amount of less than \$500,000, by the signatures of any two persons designated in Groups I, II or III below;

(B) in each case involving an aggregate amount of at least \$500,000, but less than \$2,000,000, by the signatures of any two persons designated in Groups I or II below or by the signature of any one such person together with the signature of any person designated in Group III below;

(C) in each case involving an aggregate amount of at least \$2,000,000, but less than \$5,000,000, by the signatures of any two persons designated in Group I below or by the signature of any one such person together with the signature of any person designated in Groups II or III below; and

(D) in each case involving an aggregate amount of \$5,000,000 or more, by the signatures of any two persons designated in Group I below;

BID TENDERS COMMITTEE STATEMENT- STATE OF NEW YORK  
January 10, 2024

GROUP I

1. Rodney B. Russell, President
2. Christopher Winter, CFO & Treasurer
3. Sylvain Gross, Vice President
4. Neil Dicob, Vice President
5. Bradley Collins, Assistant Secretary
6. Stephan Mills, NE Division Controller

GROUP II

1. Joe Bambino
2. Brandon Machen
3. Patrick O'Bryan

GROUP III

1. Patrick J. Dewey
2. Todd Gokey
3. Fred Meyers
4. Brian D. Farrell
5. Ian McGuire

RESOLVED FURTHER, that all documents which are required to be submitted by the Corporation for consideration of proposals and bids that are ancillary to the proposals and bids and that do not themselves set forth any financial obligations or commitments of the Corporation shall be deemed exempt from the foregoing limitations on signatory and other authority so that any person named in Groups I through III, inclusive, may execute and deliver such ancillary documents."



Bradley Collins  
Assistant Secretary



Christopher Winter  
Treasurer

BARRETT PAVING MATERIALS INC.

Certificate of Assistant Secretary

I, Bradley Collins, Assistant Secretary of Barrett Paving Materials Inc., a Delaware corporation (the "Corporation"), HEREBY CERTIFY that attached hereto as Exhibit A is a true and correct copy of the Statement of the Bid Tenders Committee dated January 10, 2024 and that said statement is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the Corporation to be hereunto affixed this tenth day of January 2024.

  
Bradley Collins, Assistant Secretary

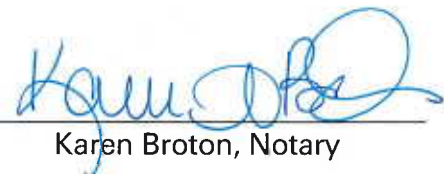
(Corporate Seal)

(STATE OF NEW YORK)

: ss.:

(COUNTY OF ONONDAGA)

On the 23<sup>rd</sup> day of April, 2024 before me personally came Bradley Collins, known to me to be the person described in and who executed the foregoing certificate and acknowledge that he executed the same.

  
Karen Broton, Notary

KAREN BROTON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BR0014151  
Qualified in Onondaga County  
Commission Expires October 05, 2027

Blackwell  
- COLY

**LEVIKER, Josh (BIC NY Central)**

---

**From:** Patrick Surace <PSurace@romecitygov.com>  
**Sent:** Friday, May 9, 2025 2:59 PM  
**To:** Patrick Surace  
**Cc:** Thomas Davis  
**Subject:** 2025 Cold Milling and Resurfacing Project - Addendum Questions and Answers  
**Attachments:** 2025 Cold Milling and Resurfacing Project - Addendum Questions and Answers.pdf

**Warning :** Message sent from Internet from psurace@romecitygov.com

Do not click on the links or attachments unless you are sure of the sender's address.

All,

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

Please see attached file for Addendum #1 with Project Questions and Answers.

Thank you for your interest,

**Patrick D. Surace, P.E.**  
Engineer II  
City of Rome  
Engineering Department  
198 N. Washington St  
Rome, New York 13440  
C: (315) 335-2653  
PSurace@RomeCityGov.com  
www.RomeNewYork.com

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**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](http://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**  
*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](http://www.romenewyork.com)

**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](mailto:psurace@romecitygov.com)  
[www.romenewyork.com](http://www.romenewyork.com)

2025 COLD MILLING AND RESURFACING PROJECT  
Description Of Worked Performed

Item #	Description Of Worked Performed	Quantity	Unit	Unit Price	Amount
1.00	Unexcavated Excavation	100	CY	\$ 35.00	\$ 3,500.00
4.1.05	Codmilling Blacktop Surface Depth Range 2.75 - 4 Inches (Codmilling Materials are Controlled and Owned by Contractor)	106,000	SY	\$ 1.30	\$ 137,800.00
4.2.05	Codmilling Blacktop Surface Depth Range 2.75 - 4 Inches (Codmilling Materials are Controlled and Owned by Contractor)	10,500	SY	\$ 1.30	\$ 13,650.00
4.30	Codmilling Blacktop Surface Depth Range 0 - .3 Inches (Codmilling of Small Patch Areas Less than 30 SY Each Location)	1,000	SY	\$ 12.00	\$ 12,000.00
13.10	10 Inch PVC SDR 2635 - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	\$ 35.00	\$ 700.00
13.12	12 Inch HOPE ADS PERFORATED STORM PIPE - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	400	LF	\$ 38.00	\$ 15,200.00
15.00	Trench and Backfill - (Includes cost of excavation and removal of existing materials)	350	CY	\$ 48.00	\$ 16,800.00
20.00	New Gate Box, 3' PC - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	10	EA	\$ 1,000.00	\$ 10,000.00
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	EA	\$ 500.00	\$ 10,000.00
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	30	EA	\$ 750.00	\$ 22,500.00
22.11	Reset Manhole Frame to Required Grade - EJ USA 5'x4' Lower Frame Prod. #05305613 & #00204231 - Castings Provided by City of Rome	6	EA	\$ 950.00	\$ 5,700.00
22.20	Reset Drainage Inlet Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA	\$ 785.00	\$ 19,625.00
22.30	Additional Altering of Draining Inlet Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	VF	\$ 300.00	\$ 3,000.00
24.10	NYSBOT Class A or Class J Concrete Curb - Straight or Radius	350	LF	\$ 59.00	\$ 20,650.00
25.00	Blanketed Material (Track Coat)	17,000	GAL	\$ 5.50	\$ 93,500.00
28.00	NYSBOT Item #403.138902 - Type 3 Binder Course - Approximate 2.5 Inch Lift Thickness	1,400	TON	\$ 76.00	\$ 106,400.00
28.10	NYSBOT Item #403.138902 - Type 3 Binder Course Hand Work - Approximate 2.5 Inch Lift Thickness	200	TON	\$ 180.00	\$ 36,000.00
29.00	NYSBOT Item #403.198202 - Type 7F Top Course - Approximate 1.5 Inch Lift Thickness	9,500	TON	\$ 93.00	\$ 883,500.00
29.10	NYSBOT Item #403.198202 - Type 7F Top Course Hand Work - Approximate 1.5 Inch Lift Thickness	250	TON	\$ 200.00	\$ 50,000.00
29.20	NYSBOT Item #403.198202 - Type 3 Top Course Thru and Landing - Approximate 1.0 Inch Lift Thickness	6,000	TON	\$ 93.00	\$ 558,000.00
30.00	NYSBOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (Includes cost of materials and installation)	500	TON	\$ 26.00	\$ 13,000.00
33.00	NYSBOT Class D Concrete - 6 inch Depth Curbside Shoulder - Runways and Ramps	2,500	SF	\$ 20.00	\$ 50,000.00
33.30	ADA Detachable Warning Plate - Steel DURALAST Detachable - EJ USA Prod. #00700721 - (Includes cost of material and installation)	400	SF	\$ 49.00	\$ 19,600.00
62.00	Pre-Cast Concrete Storm Water Leach Basin - 4 Ft Diameter Round, 5 Foot Depth - (Includes cost of materials and installation)	1	EA	\$ 4,800.00	\$ 4,800.00
64.00	Connect to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	EA	\$ 2,200.00	\$ 6,600.00
79.00	NYSBOT Type 2 Subbase Material - Crushed Run Material	350	TON	\$ 25.00	\$ 8,750.00
80.00	NYSBOT Type 4 Subbase Material - Crushed Material	200	TON	\$ 32.00	\$ 6,400.00
86.00	Geotextile Material - Non-Woven (Used as material separation in storm water leach field)	700	SY	\$ 2.50	\$ 1,750.00
119.10	Reset Granite Curb - Straight or Radius - (Includes cost of granite curbing materials and installation)	10	LF	\$ 48.00	\$ 480.00
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)	1,500	SY	\$ 80.00	\$ 120,000.00
165.11	White Epoxy Reinforced Pavement Strips - 20 Mils Thickness	25,000	LF	\$ 1.00	\$ 25,000.00
165.12	Yellow Epoxy Reinforced Pavement Strips - 20 Mils Thickness	25,000	LF	\$ 1.00	\$ 25,000.00
165.14	White Epoxy Reinforced Pavement Symbols - 20 Mils Thickness	10	EA	\$ 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	EA	\$ 2,200.00	\$ 6,600.00
212.00	Field Change Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
214.00	Maintenance and Protection of Traffic	1	LS	\$ 253,353.00	\$ 253,353.00
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	\$ 103,174.31	\$ 103,174.31
	<b>TOTAL BID</b>				<b>\$ 2,715,182.31</b>

05/14/2025

13:30

C25085

2025 COLD MILLING &amp; RESURFACING - ROME

\*\*\* LEVIKER, Josh (NYCTS)

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1.00	UNCLASSIFIED EXCAVATION	100.000	CY	35.00	3,500.00
4.1.05	COLDMILLING DEPTH 0" - 2.5"	106,000.000	SY	1.30	137,800.00
4.2.05	COLD MILLING DEPTH 2.75" - 4"	10,500.000	SY	1.30	13,650.00
4.30	COLD MILLING DEPTH 0" - 3" <50 SY EA	1,000.000	SY	12.00	12,000.00
13.10	10" PVC SDR 26/35 COMPLETE IN PLACE	20.000	LF	35.00	700.00
13.12	12" PVC SDR 26/35 COMPLETE IN PLACE	400.000	LF	38.00	15,200.00
15.00	TRENCH AND BACKFILL	350.000	CY	48.00	16,800.00
20.00	NEW 3 PC VALVE BOX	10.000	EA	1,000.00	10,000.00
22.00	RESET VALVE BOX	20.000	EA	500.00	10,000.00
22.10	RESET MANHOLES	30.000	EA	750.00	22,500.00
22.11	RESET MANHOLES STYLE 302433	6.000	EA	950.00	5,700.00
22.20	RESET DRAINAGE STRUCUTRES	25.000	EA	785.00	19,625.00
22.30	ADDITIONAL ALTERING FO DRAINAGE STRUC	10.000	VF	300.00	3,000.00
24.10	NYSDOT CLASS A OR J CONCRETE CURB - STR	350.000	LF	59.00	20,650.00
25.00	BITUMINOUS MATERIAL (TACK COAT)	17,000.000	GA	5.50	93,500.00
28.00	NYSDOT TYPE 3 BINDER - ITEM# 403.138902	1,400.000	TN	76.00	106,400.00
28.10	NYSDOT TYPE 3 BINDER - ITEM# 403.138902 - H	200.000	TN	180.00	36,000.00
29.00	NYSDOT TYPE 7F2 TOP - ITEM# 403.198202	9,500.000	TN	93.00	883,500.00
29.10	NYSDOT TYPE 7 TOP - ITEM# 403.178902 - HAND	250.000	TN	200.00	50,000.00
29.20	NYSDOT TYPE 7 - TRUE & LEVEL	6,000.000	TN	93.00	558,000.00
30.00	NYSDOT ITEM# 623.02 - CRUSHED STONE	500.000	TN	26.00	13,000.00
33.00	NYSDOT CLASS D 6" SIDEWALK - REMOVE & R	2,500.000	SF	20.00	50,000.00
33.30	DURALAST DETECTABLE WARNING SYSTEM -	400.000	SF	49.00	19,600.00
62.00	PRECAST CONCRETE STORM BASIN 4FT DI - 5 F	1.000	EA	4,800.00	4,800.00
64	CONNECT TO EXISTING MANHOLE OR CATCH	3.000	EA	2,200.00	6,600.00
79.00	TYPE 2, MATERIAL	350.000	TN	25.00	8,750.00
80.00	TYPE 4 MATERIAL	200.000	CY	32.00	6,400.00
86.00	GEOTEXTILE NON-WOOVEN	700.000	SY	2.50	1,750.00
119.10	RESET GRANITE CURB	10.000	LF	48.00	480.00
163.00	FULL DEPTH PATCH	1,500.000	SY	80.00	120,000.00
165.11	PAVEMENT MARKING EPOXY WHITE	25,000.000	LF	1.00	25,000.00
165.12	PAVEMENT MARKING EPOXY YELLOW	25,000.000	LF	1.00	25,000.00
165.14	PAVEMENT MARKING SYMBOL WHITE	10.000	EA	215.00	2,150.00
199.00	2'X2' PRECAST DRAINAGE INLET	3.000	EA	2,200.00	6,600.00
212.00	FIELD CHANGE ALLOWANCE	1.000	LS	50,000.00	50,000.00
214.0	MAINTENCE & PROTECTION OF TRAFFIC- COL	1.000	LS	253,353.00	253,353.00
234.0	MOBILIZATION - MUST NOT EXCEED 4% - COL	1.000	LS	103,174.31	103,174.31

Bid Total



\$2,715,182.31

**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.

BAHETT PAVING MATERIALS INC.  
(BIDDER)

BY:    
Neil Picob                      Stephen Mills  
Vice President                N.E. Divisional Controller  
(Title)

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

**EMERGENCY CONTACT NUMBERS**

Contact BARTlett PAVING MATERIALS INC.  
Name or Names of person(s) to be contacted in case of emergency

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. <u>JOSH Leviker</u>	<u>315-391-5408</u>
2. <u>TODD GOKAY</u>	<u>315-440-8542</u>
3. <u>TOBI STANTON</u>	<u>315-572-7338</u>

**WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON**

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. <u>JOSH Leviker</u>	<u>315-391-5408</u>
2. <u>TODD GOKAY</u>	<u>315-440-8542</u>
3. <u>TOBI STANTON</u>	<u>315-572-7338</u>

\* 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



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:** Central Paving Inc.  
**MAILING ADDRESS:** 4247 Acme Road  
Frankfort NY 13340  
**PHONE:** 315-894-3196  
**EMAIL:** James@centralpavinginc.net  
**WEBSITE:** www.centralpavinginc.net  
**SIGNATURE:** Frank Tancawa  
**PRINTED NAME/TITLE:** Frank Tancawa - President

**TOTAL OF BID IN FIGURES:** \$ 2,594,475.00

**TOTAL OF BID IN WORDS:** Two Million Five hundred Ninety Four  
thousand four hundred seventy five  
dollars and no cents

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



**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.

Central Pump Inc.  
(BIDDER)

BY: Frank Tanya  
President  
(Title)

# CNA SURETY

## Bid Bond

Bond No. 05082025

### CONTRACTOR:

(Name, legal status and address)

Central Paving Inc  
4247 Acme Rd  
Frankfort NY 13340

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place  
of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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

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

### OWNER:

(Name, legal status and address)

City of Rome  
198 North Washington St.  
Rome, NY 13440

**BOND AMOUNT:** 5%

### PROJECT:

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

RFB 2025-005  
2025 Cold Milling & Resurfacing Project

Milling, Paving, Concrete Walks, Curbs and Storm Drainage Work

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 8 day of May, 2025.

(Witness)

(Witness)

Central Paving Inc

(Principal)

(Seal)

(Title) Frank P Tangorra, President

Western Surety Company

(Surety)

(Seal)

(Title) Jordan T Keller, Attorney-In-Fact

## **Bid Bond**

## **Instructions**

### **GENERAL INFORMATION**

**Purpose.** AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

**Related Documents.** A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

**Use of Non-AIA Forms.** AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

### **USING A310—2010**

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

**Identification of the Parties.** The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

**Bond Amount.** The dollar amount of the bond should be provided in both written and numerical form.

**Project Description.** The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

**Execution of the Bond.** The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

**INDIVIDUAL**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

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

Notary Public

**COPARTNERSHIP**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

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

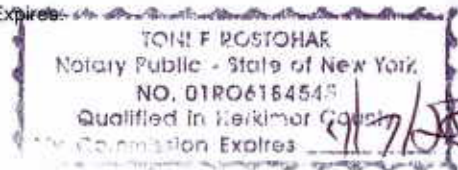
Notary Public

**CORPORATE**

STATE OF New York  
COUNTY OF Oneida } ss

On this 8 day of May, 2025, before me personally appeared Frank P Tangorra, did depose and say that he/she resides in Herkimer, NY President of Central Paving Inc; that he/she is the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

*Tom F Rostohar*  
Notary Public My Commission Expires \_\_\_\_\_

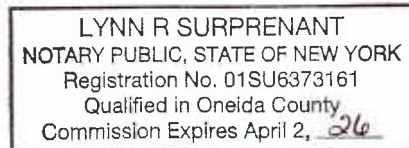


**SURETY**

STATE OF New York  
COUNTY OF Oneida } ss

I, Lynn R Surprenant Notary Public of Oneida County, in the State of New York do hereby certify that Jordan T Keller Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Utica in said County, this 8 day of May, A.D. 2025



*Lynn R Surprenant*  
Notary Public My Commission Expires: 4-2-26

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Paul M Chapman, Lynn R Surprenant, Pamela A Rejman, Jordan T Keller, Individually**

of New Hartford, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of October, 2023.



WESTERN SURETY COMPANY

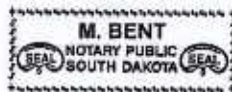
Larry Kasten, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 28th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8 day of May, 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2024**

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	\$ 2,175,361,957

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	\$ 692,885,257

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	\$ 1,482,476,700
Total Liabilities and Capital	\$ 2,175,361,957

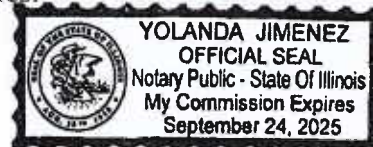
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee  
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez  
Notary Public

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

This is to certify that Central Paving Inc.  
(name of individual, partnership or corporation)

is insured with Lowell Street Management Co.  
(name of insurance provider)

under Policy No. 21391-D36-9 covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from 4/01/25 - 4/01/26

To Carroll Place. 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: Frank Tangua  
Frank Tangua, President  
(Name and Title)

Telephone No. 315-894-3196  
Title President

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

C-105.2(10-94)



**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](http://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**  
Engineer I

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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](mailto:psurace@romecitygov.com)  
[www.romenewyork.com](http://www.romenewyork.com)

**2025 COLD MILLING AND RESURFACING PROJECT**

Item #	Description Of Worked Performed	Quantity	Unit	Unit Price	Amount
1.00	Unclassified Excavation	100	CY	40.00	4,000.00
4.1.05	Coldmilling Blacktop Surface Depth Range 0 - 2.5 Inches (Coldmilling Materials are Controlled and Owned by Contractor)	106,000	SY	2.00	212,000.00
4.2.05	Coldmilling Blacktop Surface Depth Range 2.75 - 4 Inches (Coldmilling Materials are Controlled and Owned by Contractor)	10,500	SY	2.20	23,100.00
4.30	Coldmilling Blacktop Surface Depth Range 0 - 3 Inches (Coldmilling of Small Patch Areas Less than 50 SY Each Location)	1,000	SY	15.00	15,000.00
13.10	10 Inch PVC SDR 26/35 - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	40.00	800.00
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	LF	44.00	17,600.00
15.00	Trench and Backfill - (Includes cost of excavation and removal of existing materials)	350	CY	45.00	15,750.00
20.00	New Gate Box, 3 PC - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	10	EA	750.00	7,500.00
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	EA	500.00	10,000.00
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	30	EA	950.00	28,500.00
22.11	Reset Manhole Frame to Required Grade - EJ USA Self Level Frame Prod. #00302433 & #00120423 - Castings Provided by City of Rome	6	EA	1,000.00	6,000.00
22.20	Reset Drainage Inlet Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA	950.00	23,750.00
22.30	Additional Altering of Draining Inlet Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	VF	300.00	3,000.00
24.10	NYSDOT Class A or Class J Concrete Curb - Straight or Radius	350	LF	60.00	21,000.00
25.00	Bituminous Material (Tack Coat)	17,000	GAL	5.00	85,000.00
28.00	NYSDOT Item #403.138902 - Type 3 Binder Course - Approximate 2.5 Inch Lift Thickness	1,400	TON	85.00	119,000.00
28.10	NYSDOT Item #403.138902 - Type 3 Binder Course Hand Work - Approximate 2.5 Inch Lift Thickness	200	TON	160.00	32,000.00
29.00	NYSDOT Item #403.198202 - Type 7F Top Course - Approximate 1.5 Inch Lift Thickness	9,500	TON	94.00	893,000.00
29.10	NYSDOT Item #403.198202 - Type 7F Top Course Hand Work - Approximate 1.5 Inch Lift Thickness	250	TON	175.00	43,750.00
29.20	NYSDOT Item #403.198202 - Type 7 Top Course True and Leveling - Approximate 1.0 Inch Lift Thickness	6,000	TON	92.00	552,000.00
30.00	NYSDOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (Includes cost of materials and installation)	500	TON	40.00	20,000.00
33.00	NYSDOT Class D Concrete - 6 Inch Depth Concrete Sidewalk - Remove and Replace	2,500	SF	16.50	41,250.00
33.30	ADA Detectable Warning Plate - Steel DURALAST Detectable - EJ USA Prod. #00700721 - (Includes cost of material and installation)	400	SF	45.00	18,000.00
62.00	Pre-Cast Concrete Storm Water Leach Basin - 4 Ft Diameter Round, 5 Foot Depth - (Includes cost of materials and installation)	1	EA	6,500.00	6,500.00
64.00	Connect to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	EA	900.00	2,700.00
79.00	NYSDOT Type 2 Subbase Material - Crusher Run Material	350	TON	35.00	12,250.00
80.00	NYSDOT Type 4 Subbase Material - Gravel Material	200	TON	38.00	7,600.00
86.00	Geo-Textile Material - Non-Woven (Used as material separation in storm water leach field)	700	SY	1.75	1,225.00
119.10	Reset Granite Curbing - Straight or Radius - (Includes cost of granite curbing materials and installation)	10	LF	75.00	750.00
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)	1,500	SY	76.00	114,000.00
165.11	White Epoxy Reflectorized Pavement Stripes - 20 Mills Thickness	25,000	LF	1.50	37,500.00
165.12	Yellow Epoxy Reflectorized Pavement Stripes - 20 Mills Thickness	25,000	LF	1.50	37,500.00
165.14	White Epoxy Reflectorized Pavement Symbols - 20 Mills Thickness	10	EA	225.00	2,250.00
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	EA	2,400.00	7,200.00
212.00	Field Change Allowance	1	LS	\$50,000.00	\$50,000.00
214.00	Maintenance and Protection of Traffic	1	LS	75,000.00	75,000.00
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	48,000.00	48,000.00
		<b>TOTAL BID</b>		<b>\$</b>	<b>2,594,475.00</b>

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 BOND 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

Andrea T. Lewis (Witness)

DOLOMITE PRODUCTS COMPANY, INC.

(Principal)

(Seal)

Martin G. Reff

Martin G. Reff (Title) Vice President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

(Seal)

Kristina Shade

Kristina Shade (Title) Attorney-In-Fact

**CORPORATE ACKNOWLEDGMENT**

STATE OF New York }  
COUNTY OF Madison } **SS**

On this 15<sup>th</sup> 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 15<sup>th</sup> 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 Paving 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

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.

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 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 26, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-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



**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	<b>Total..... \$47,104,416,171.00</b>
Other Admitted Assets..... \$19,367,663,200.00	Special Surplus Funds ..... \$174,153,086.00
<b>Total Admitted Assets ..... \$74,539,483,661.00</b>	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
	<b>Total Liabilities and Surplus ..... \$74,539,483,661.00</b>

\* 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 Work Performed

Item #	Description of Work Performed	Quantity	Unit	Unit Price	Amount
1.00	Unexcavated Excavator	100	CY	50.00	5,000.00
4.1.05	Coldmilling Blacktop Surface Depth Range 0 - 2.5 Inches (Coldmilling Materials are Controlled and Owned by Contractor)	106,000	SY	1.65	174,900.00
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4.30	Coldmilling Blacktop Surface Depth Range 0 - 3 Inches (Coldmilling of Small Patch Areas Less than 50 SY Each Location)	1,000	SY	27.00	27,000.00
13.10	10 Inch PVC SDOR 26255 - Includes the cost of installation but does NOT include cost of excavation and backfill materials	20	LF	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	LF	20.00	8,000.00
15.00	Trash and Backfill - Includes cost of excavation and removal of existing materials	350	CY	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	EA	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	EA	640.00	12,800.00
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	30	EA	940.00	28,200.00
22.11	Reset Manhole Frame to Required Grade - EJ USA Self Level Frame Prod #8202433 & #8212043 - Castings Provided by City of Rome	6	EA	1,200.00	7,200.00
22.20	Reset Drainage Inlet Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA	1,100.00	27,500.00
22.30	Additional Altering of Draining Inlet Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	VF	275.00	2,750.00
24.10	NYS DOT Class A or Class J Concrete Curb - Straight or Radius	350	LF	50.00	17,500.00
25.00	Bluntness Material (Back Coat)	17,000	GAL	3.00	51,000.00
28.00	NYS DOT Item #403.136902 - Type 3 Binder Course - Approximate 2.5 Inch Lift Thickness	1,400	TON	70.00	98,000.00
28.10	NYS DOT Item #403.138907 - Type 3 Binder Course Head Work - Approximate 2.5 Inch Lift Thickness	200	TON	130.00	26,000.00
29.00	NYS DOT Item #403.186205 - Type 7F Top Course - Approximate 1.5 Inch Lift Thickness	9,500	TON	82.00	779,000.00
29.10	NYS DOT Item #403.186203 - Type 7F Top Course Head Work - Approximate 1.5 Inch Lift Thickness	250	TON	175.00	43,750.00
29.20	NYS DOT Item #403.186202 - Type 7 Top Course True and Leveling - Approximate 1.0 Inch Lift Thickness	6,000	TON	82.00	492,000.00
30.00	NYS DOT Item #233.02 - Crushed Gravel or Item #233.03 - Crushed Stone - (Includes cost of materials and installation)	500	TON	37.00	18,500.00
33.00	NYS DOT Class D Concrete - 6 Inch Depth Concrete Sidewalk - Remove and Replace	2,500	SF	20.00	50,000.00
33.30	ADA Detachable Warning Plate - Size DURALAST Detachable - EJ USA Prod. #60750731 - (Includes cost of material and installation)	400	SF	30.00	12,000.00
62.00	Pre-Cast Concrete Storm Water Inlet Basin - 4 Ft Diameter Round 5 Foot Depth - (Includes cost of materials and installation)	1	EA	4,500.00	4,500.00
64.00	Convert to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	EA	1,250.00	3,750.00
79.00	NYS DOT Type 2 Subbase Material - Crushed Run Material	350	TON	27.00	9,450.00
80.00	NYS DOT Type 4 Subbase Material - Crushed Material	200	TON	37.00	7,400.00
86.00	Grac-Flexible Material - Non-Woven (Used as material separation in storm water catch field)	700	SY	1.00	700.00
119.10	Reset Granite Curbing - Straight or Radius - (Includes cost of granite curbing materials and installation)	10	LF	75.00	750.00
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)	1,500	SY	71.00	106,500.00
165.11	White Epoxy ReflectORIZED Pavement Stripes - 20 Mils Thickness	25,000	LF	1.00	25,000.00
165.12	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 Mils Thickness	25,000	LF	1.00	25,000.00
165.14	White Epoxy ReflectORIZED Pavement Symbols - 20 Mils Thickness	10	EA	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	EA	2,500.00	7,500.00
212.00	Field Change Allowance	1	LS	\$50,000.00	\$50,000.00
214.00	Maintenance and Protection of Traffic	1	LS	137,578.00	137,578.00
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	93,000.00	93,000.00
	<b>TOTAL BID</b>			<b>2,393,703.00</b>	

**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

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. <u>Terry Bruse</u>	<u>(315)761-7863 CELL</u> <u>(315)697-3367 OFC</u>
2. <u>Nick Hula</u>	<u>(315)980-4224 CELL</u> <u>(315)697-3367 OFC</u>
3. <u>Marty Reff</u>	<u>(315)447-6631 CELL</u> <u>(315)697-3367 OFC</u>

**WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON**

<u>CONTACT PERSON</u>	<u>NOS. CAN BE REACHED AT*</u>
1. <u>Terry Bruse</u>	<u>(315)761-7863 CELL</u> <u>* Do not call office</u>
2. <u>Nick Hula</u>	<u>(315)980-4224 CELL</u> <u>* Do not call office</u>
3. <u>Marty Reff</u>	<u>(315)447-6631 CELL</u> <u>* Do not call office</u>

\* 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](http://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**  
*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](http://www.romenewyork.com)

**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](mailto:psurace@romecitygov.com)  
[www.romenewyork.com](http://www.romenewyork.com)

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:** Heidelberg Materials Northeast - NY LLC  
**MAILING ADDRESS:** 4800 Jamesville Road  
Jamesville, NY 13078  
**PHONE:** 315-762-2213 Cell  
**EMAIL:** tom.mccambley@heidelbergmaterials.com  
**WEBSITE:** heidelbergmaterials.us  
**SIGNATURE:** Thomas M. McCambley  
**PRINTED NAME/TITLE:** Thomas M. McCambley, Estimator

**TOTAL OF BID IN FIGURES:** \$ 2,596,845.00

**TOTAL OF BID IN WORDS:** Two Million Five Hundred Ninety Six Thousand Eight Hundred Forty Five Dollars  
Zero Cents

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE



2025 COLD MILLING AND RESURFACING PROJECT  
Description of Worked Performed

Item #	Description of Worked Performed	Quantity	Unit	Unit Price	Amount
1.00	Unnecessary Excavation	100	CY	\$ 45.00	\$ 4,500.00
4.1.05	Coloring Bituminous Surface Depth Range 0 - 2.5 inches (Coloring Materials are Controlled and Owned by Contractor)	106,000	SY	\$ 1.20	\$ 127,200.00
4.2.05	Coloring Bituminous Surface Depth Range 2.75 - 4 inches (Coloring Materials are Controlled and Owned by Contractor)	10,500	SY	\$ 3.60	\$ 37,800.00
4.30	Coloring Bituminous Surface Depth Range 0 - 3 inches (Coloring of Small Patch Areas Less than 60 SY Each Location)	1,000	SY	\$ 9.15	\$ 9,150.00
13.10	10 inch PVC SDR 2635 - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	20	LF	\$ 40.00	\$ 800.00
13.12	12 inch HDPE ADS REINFORCED STRHM PIPE - (Includes the cost of installation but does NOT include cost of excavation and backfill materials)	400	LF	\$ 90.00	\$ 36,000.00
15.00	Trench and Backfill - (Includes cost of excavation and removal of existing materials)	350	CY	\$ 45.00	\$ 15,750.00
20.00	New Gate Box 3 PC - (Includes cost of excavation, installation, and concrete) - Gate Box Provided by City of Rome	10	EA	\$ 735.00	\$ 7,350.00
22.00	Reset Gate Box - (Includes cost of excavation, installation, and concrete) - Gate Box Upper Section Provided by City of Rome	20	EA	\$ 460.00	\$ 9,200.00
22.10	Reset Manhole Frame to Required Grade - (Includes cost of excavation, preparation, and concrete) - Castings Provided by City of Rome	30	EA	\$ 900.00	\$ 27,000.00
22.11	Reset Manhole Frame to Required Grade - EJ USA Self Level Frame Prod #0302433 & #0120423 - Castings Provided by City of Rome	6	EA	\$ 820.00	\$ 4,920.00
22.20	Reset Drainage Inlet Catch Basin - (Includes cost of excavation, installation, and concrete) - Castings Provided by City of Rome	25	EA	\$ 980.00	\$ 24,500.00
22.30	Additional Allering of Draining Inlet Catch Basins or Manhole Frames - (Includes cost of excavation and installation of pre-cast concrete rings)	10	LYF	\$ 300.00	\$ 3,000.00
24.10	NYSDOT Class A or Class J Concrete Curb - Straight or Radius	350	LF	\$ 60.00	\$ 21,000.00
25.00	Bituminous Material (Tack Coat)	17,000	GAL	\$ 3.00	\$ 51,000.00
28.00	NYSDOT Item #403.138902 - Type 3 Binder Course - Approximate 2.5 inch Lift Thickness	1,400	TON	\$ 83.00	\$ 116,200.00
28.10	NYSDOT Item #403.138903 - Type 3 Binder Course Hand Work - Approximate 2.5 inch Lift Thickness	200	TON	\$ 40.00	\$ 8,000.00
29.00	NYSDOT Item #403.138200 - Type 7F Top Course - Approximate 1.5 inch Lift Thickness	9,500	TON	\$ 93.00	\$ 883,500.00
29.10	NYSDOT Item #403.138202 - Type 7F Top Course Hand Work - Approximate 1.5 inch Lift Thickness	250	TON	\$ 240.00	\$ 60,000.00
29.20	NYSDOT Item #403.138205 - Type 7 Top Course True and Leveling - Approximate 1.5 inch Lift Thickness	6,000	TON	\$ 97.00	\$ 582,000.00
30.00	NYSDOT Item #623.02 - Crushed Gravel or Item #623.03 - Crushed Stone - (Includes cost of materials and installation)	500	TON	\$ 42.00	\$ 21,000.00
33.00	NYSDOT Class C Concrete - 6 inch Depth Concrete Sidewalk - Remove and Replace	2,500	SF	\$ 18.50	\$ 46,250.00
33.30	ASA Detachable Warning Pad - Steel Durable/AST Detachable - EJ USA Prod. #00100721 - (Includes cost of material and excavation)	400	SF	\$ 48.00	\$ 19,200.00
62.00	Pipe Cast Concrete Storm Water Leach Basin - 4 FT Diameter Round, 3 Foot Depth - (Includes cost of materials and installation)	1	EA	\$ 7,200.00	\$ 7,200.00
64.00	Chain to Existing Manhole or Catch Basin - (Includes cost of materials and installation)	3	EA	\$ 750.00	\$ 2,250.00
79.00	NYSDOT Type 2 Subbase Material - Crusher Run Material	350	TON	\$ 33.00	\$ 11,550.00
80.00	NYSDOT Type 4 Subbase Material - Gravel Material	200	TON	\$ 33.00	\$ 6,600.00
86.00	Geotextile Material - Non-Woven (Base as material separation in storm water catch field)	700	SY	\$ 2.00	\$ 1,400.00
119.10	Reset Granite Curbing - Straight or Radius - (Includes cost of granite curbing materials and installation)	10	LF	\$ 120.00	\$ 1,200.00
163.00	Full Depth Patch - 6 inch Depth Utility Excavation Asphalt Regular - (Includes cost of excavate materials and install 4.5" Grade and 1.5" Top)	1,500	SY	\$ 90.45	\$ 135,675.00
165.11	White Epoxy Reinforced Pavement Stripes - 30 Mils Thickness	25,000	LF	\$ 1.00	\$ 25,000.00
165.12	Yellow Epoxy Reinforced Pavement Stripes - 20 Mils Thickness	25,000	LF	\$ 1.00	\$ 25,000.00
165.14	White Epoxy Reinforced Pavement Symbols - 20 Mils Thickness	10	EA	\$ 215.00	\$ 2,150.00
199.00	Pipe-Cast Concrete Drainage Inlet Catch Basin - 2 FT X 2 FT X 3 FT Square (Includes cost of materials and installation)	3	EA	\$ 2,600.00	\$ 7,800.00
212.00	Field Change Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
214.00	Maintenance and Protection of Traffic	1	LS	\$ 122,300.00	\$ 122,300.00
234.00	Mobilization Payment - (Mobilization Must Not Exceed 4% of Total Bid)	1	LS	\$ 98,000.00	\$ 98,000.00
	<b>TOTAL BID</b>			<b>\$ 2,596,845.00</b>	

\$9,200.00 J.T.

\$34,000.00 J.T.



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**Heidelberg Materials  
Northeast- NY LLC  
4800 Jamesville Road, P.O. Box 513  
Jamesville, New York 13078**

**OWNER:**

(Name, legal status and address)

**City Treasurer, City of Rome  
198 N. Washington Street  
Rome, New York 13440**

**BOND AMOUNT: Five Percent of the Attached Bid (5%)**

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty and  
Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183**

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

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

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

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

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 **15th** day of **May, 2025**

(Witness) **Kayley Klinkel**

**Heidelberg Materials Northeast- NY LLC**  
(Principal) (Seal)

(Title) **Dylan Neudecker, General Manager**  
**Travelers Casualty and Surety Company of America**

(Witness) **Kayley Klinkel**

(Surety) (Seal)  
(Title) **Jaymie P. Columbus, Attorney-in-Fact**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

**INDIVIDUAL**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

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

\_\_\_\_\_  
Notary Public

**COPARTNERSHIP**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

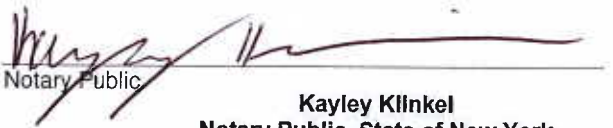
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be one of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and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

\_\_\_\_\_  
Notary Public

**LIMITED LIABILITY COMPANY**

STATE OF NEW YORK }  
COUNTY OF ALBANY } ss

On this 15th day of May, 2025, before me personally appeared Dylan Neudecker to me known, who, being by me first duly sworn, did depose and say that he/she resides in Nedrow, New York; that he/she is the General Manager of Heidelberg Materials Northeast- NY LLC a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

  
\_\_\_\_\_  
Notary Public

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

**SURETY**

STATE OF NEW YORK }  
COUNTY OF ALBANY } ss

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

Given under my hand and notarial seal at my office in the City of Latham in said County, this 15th day of May, A.D. 2025

  
\_\_\_\_\_  
Notary Public

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

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

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

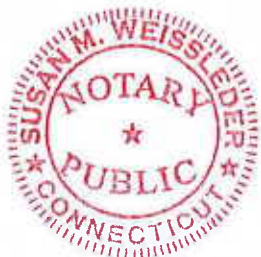
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER,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

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

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

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





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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jaymie P. Columbus** of **LATHAM** **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

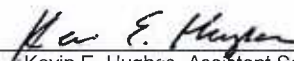
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **May**, **2025**



  
Kevin E. Hughes, Assistant Secretary

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

**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.

Heidelberg Materials Northeast - ny LLC  
(BIDDER)

BY: Thomas M. McCambley - Thomas M. McCambley  
Estimator  
(Title)

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

**EMERGENCY CONTACT NUMBERS**

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

CONTACT PERSON NOS. CAN BE REACHED AT\*  
1. Joe Foster 315-868-4355 Cell

2. Travis Johnston 315-396-5253 Cell

3. Ryan Dundon 315-796-6204 Cell

**WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON** Same As Above ✓

CONTACT PERSON NOS. CAN BE REACHED AT\*  
1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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



**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](http://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**  
*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](http://www.romenewyork.com)

**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.

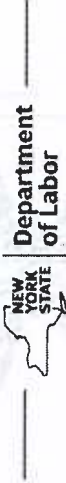
6. Dolomite – In regards to Items 22.10, 22.11 and 22.20, are all exposed edges required to be saw cut for each location?

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](mailto:psurace@romecitygov.com)  
[www.romenewyork.com](http://www.romenewyork.com)

**WE ARE YOUR DOL**



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

## CERTIFICATE OF CONTRACTOR REGISTRATION

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

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Heidelberg Materials Northeast-NY LLC

5126 South Onondaga Road

Nedrow, New York 13120

Phone Number: 3154693217

Registration Number: 24-64NAY-CR

Date of Issue: 2024-12-17

Expiration Date: 2026-12-29

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

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

Roberta Reardon  
Commissioner

New York State Department of  
Labor

