



CITY OF ROME, NEW YORK

DEPARTMENT OF PUBLIC WORKS

RFP **RFB 2025-007**

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

TOTAL BASE BID

\$ 169,800.<sup>00</sup> - (2) Year Contract Term (\$84,900.<sup>00</sup> Annually)

TOTAL BASE BID IN WORDS

One Hundred Sixty-Nine Thousand Eight Hundred Dollars

BIDDER'S NAME:

Carrier Corporation

BY: Anthony J. McNeilly

TITLE: Commercial Service Account Manager

ADDRESS: 6304 Carrier Parkway

Building TR-7A

East Syracuse, NY, 13057

TELEPHONE NUMBER: (315) 980-7034

FAX NUMBER: (860) 998-1449

DATE: 5/8/2025

Jeffrey M Lanigan  
Joseph G. Guiliano

MAYOR  
COMMISSIONER OF PUBLIC WORKS

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE

## PROPOSAL

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

Pursuant to and in compliance with your advertisement for bids dated **May 16, 2023** and the information for bidders relating hereto, the undersigned hereby offers to furnish all labor, material, implements, tool, etc., necessary, or proper for, or incidental to:

### **RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

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

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

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

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

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

**CONTRACT FOR:**

**RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

in Rome, New York, dated 5/6/25 by and between the City of Rome New York, a municipal corporation organized and existing under the laws of the State of New York, having a principal place of business at City Hall, 198 North Washington Street, City of Rome, County of Oneida, State of New York (hereinafter referred to as "Owner" or "City"), and Carrier Corporation, doing business at

6304 Thompson Road, East Syracuse, NY 13057

(hereinafter referred to as the "Contractor").

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

**ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS.**

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

1.2 In case of any conflict or inconsistency between the provisions of this Contract and those of the Specifications, the provisions of this Contract shall

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.

Carrier Corporation

\_\_\_\_\_  
(BIDDER)

BY: Sarah Hochberg

\_\_\_\_\_



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

CARRIER CORPORATION  
6304 Carrier Parkway  
East Syracuse, NY 13057

**SURETY:**

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
1299 Zurich Way  
Schaumburg, IL 60196-1056

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, NEW YORK  
City Treasurer  
198 N Washington St., Rome, NY 13440

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

**PROJECT:**

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

RFB-2025-007, Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

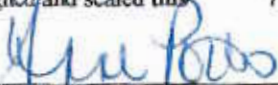
Project Number, if any: RFB 2025-007

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.

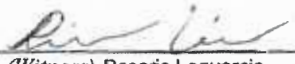
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 7th day of May, 2025

  
\_\_\_\_\_  
(Witness) Anne Patter

CARRIER CORPORATION  
(Principal) \_\_\_\_\_ (Seal)

  
(Title) Sandra Diaz, Attorney-In-Fact

  
\_\_\_\_\_  
(Witness) Rosario Loguerco

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(Surety) \_\_\_\_\_ (Seal)

  
(Title) Francesca Kazmierczak, Attorney in Fact

---

**ACKNOWLEDGEMENT OF PRINCIPAL**

---

STATE OF New York

COUNTY OF New York

On this 7th day of May, in the year 2025 before me personally came Sandra Diaz to me known, who, being by me duly sworn, did depose and say that she resides in New York, New York that she is the that he/she is the Attorney-In-Fact of Carrier Corporation the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

**KEDISHA WALTERS**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WA0018295  
Qualified in Queens County  
My Commission Expires 11-27-2027

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

---

## ACKNOWLEDGEMENT OF SURETY

---

State of New York

County of New York

On this 7th day of May in the year 2025 before me, Kedisha Walters, personally came Francesca Kazmierczak to me known, who, being by me duly sworn, did depose and say that he/she resides in New York County, New York that he/she is the Attorney-In-Fact for

Fidelity and Deposit Company of Maryland

the corporation described in, and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.

**KEDISHA WALTERS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01WA0016295**  
**Qualified in Queens County**  
**My Commission Expires 11-27-2027**

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

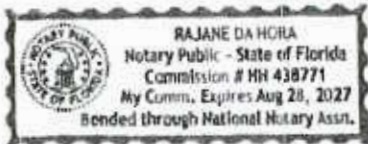
**SPECIAL POWER OF ATTORNEY**

**CARRIER GLOBAL CORPORATION**, a Corporation organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Corporation"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC. on behalf of certain of its employees as the Corporation's true and lawful attorneys-in-fact:

- Francesca Kazmierczak
- Sandra Diaz
- Anne Potter
- Vilma Gonzalez
- Nathaniel Jakaitis
- Tracy Aston
- Frances Rodriguez
- Misty Wright
- Jennifer L. Jakaitis
- Sara Owens

with full power to execute, seal and deliver on behalf of the Corporation, surety bonds and documents ancillary thereto issued in the course of the Corporation's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective March 1, 2007, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC. and CARRIER GLOBAL CORPORATION**, as amended or supplemented from time to time, and to bind the Corporation, thereby as if such writings had been duly executed and acknowledged by officers of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Special Power of Attorney to be signed by its duly authorized representative this 21<sup>st</sup> day of January, 2025.



CARRIER GLOBAL CORPORATION

By: [Signature]  
Name: Bernard Jenkins  
Title: Senior Director

UNITED STATES OF AMERICA)  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

ss: CITY OF PALM BEACH GARDENS

On this 23 day of January 2025, before me, a Notary Public in and for said County and State, personally appeared BERNARD JENKINS who acknowledged himself to be the SR. Director of CARRIER GLOBAL CORPORATION, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as himself.

Rajane da Hora  
Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra A. DEMING, Peter HEALY, Anne POTTER, Sandra DIAZ, Susan A. WELSH, Aklima NOORHASSAN, Francesca KAZMIERCZAK, Frances RODRIGUEZ, Beverly A. WOOLFORD, Valorie SPATES, Vilma GONZALEZ of New York, New York, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of January, A.D. 2025.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 21st day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public

My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 7th day of May, 2025



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition  
As Of December 31, 2024**

**ASSETS**

Bonds.....	\$ 181,162,758
Stocks.....	18,212,825
Cash and Short-Term Investments.....	2,411,982
Reinsurance Recoverable.....	20,361,515
Federal Income Tax Recoverable.....	10,150
Other Accounts Receivable.....	26,284,837
<b>TOTAL ADMITTED ASSETS.....</b>	<b>\$ 248,444,067</b>

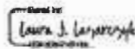
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses.....	\$ 103,295
Ceded Reinsurance Premiums Payable.....	45,005,200
Remittances and Items Unallocated.....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
<b>TOTAL LIABILITIES.....</b>	<b>\$ 45,108,495</b>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	198,335,572
Surplus as regards Policyholders.....	203,335,572
<b>TOTAL.....</b>	<b>\$ 248,444,067</b>

Securities carried at \$78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be \$236,552,538 and surplus as regards policyholders \$191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

  
Laura J. Lazarczyk

\_\_\_\_\_  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25<sup>th</sup> day of February, 2025.

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



**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE  
LAW**

It is hereby certified that

**Fidelity and Deposit Company of Maryland  
of Schaumburg, Illinois**

a corporation organized under the laws of Illinois and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$220,634,640. (Capital \$5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

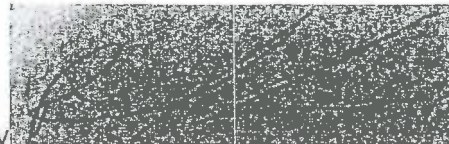
The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 10th  
day of May 2024.

Adrienne A. Harris  
Superintendent

By



Rawle Lewis  
Special Deputy Superintendent

CITY OF ROME, NEW YORK

DEPARTMENT OF PUBLIC WORKS

RFP **RFB 2025-007**

**RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

TOTAL BASE BID

\$ 238,400.00

TOTAL BASE BID IN WORDS

TWO HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED Dollars

BIDDER'S NAME:

JOHNSON CONTROLS

BY: MIKE ANSEMENT

TITLE: ACCT. MGR.

ADDRESS: 6731 COLLAMER ROAD

EAST SYRACUSE, NY 13057

TELEPHONE NUMBER: 315-897-0544

FAX NUMBER: N/A

DATE: 5/8/25

Jeffrey M Lanigan  
Joseph G. Guiliano

MAYOR  
COMMISSIONER OF PUBLIC WORKS

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

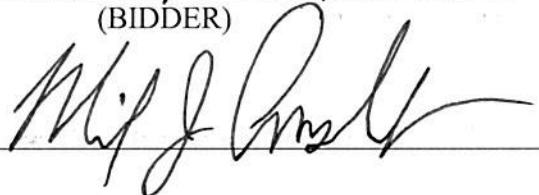
(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(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.

JOHNSON CONTROLS  
(BIDDER)

BY: 



Johnson Controls, Inc.  
1399 Crescent Visher Ferry Road  
Clifton Park, New York 12065

Hello,

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

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

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

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

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

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

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

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

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



Shaun McCready  
Director of Public Work &  
Prevailing Wage Enforcement

CITY OF ROME, NEW YORK

DEPARTMENT OF PUBLIC WORKS

RFP **RFB 2025-007**

**RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

**TOTAL BASE BID**

\$ 145,000.00

**TOTAL BASE BID IN WORDS**

One Hundred Forty Five Thousand \_\_\_\_\_ Dollars

BIDDER'S NAME:

Stephen S. Starr Mechanical Corp.

BY: Brenda Starr

TITLE: President

ADDRESS: 7359 State Route 5 Clinton, NY 13323

TELEPHONE NUMBER: 315-454-2335

FAX NUMBER : N/A

DATE: May 8, 2025

Jeffrey M Lanigan  
Joseph G. Guiliano

MAYOR  
COMMISSIONER OF PUBLIC WORKS

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,

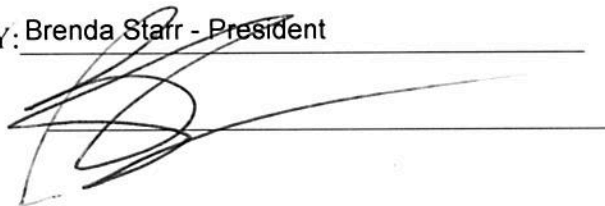
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(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.

Stephen S. Starr Mechanical Corp.

\_\_\_\_\_  
(BIDDER)

BY: Brenda Starr - President

\_\_\_\_\_  
  
\_\_\_\_\_

PROJECT: **RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

**EMERGENCY CONTACT NUMBERS**

**Contact** \_\_\_\_\_  
Name or Names of person(s) to be contacted in case of emergency

CONTACT PERSON NOS. CAN BE REACHED AT\*

1. Starr Mechanical Office Line - 315-454-2335
  
2. Stephen Starr - Vice President 315-525-0154
  
3. Scott Allen - Service Manager 315-717-4948

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

CONTACT PERSON NOS. CAN BE REACHED AT\*

1. Starr Mechanical Office Line - 315-454-2335
  
2. Stephen Starr - Vice President 315-525-0154  
Scott Allen - Service Manager 315-717-4948

\* 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.

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 77201-LIB-25-01

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Stephen S. Starr Mechanical Corp.

7359 State Route 5

Clinton, NY 13323

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

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

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

### OWNER:

(Name, legal status and address)

City Treasurer, City of Rome, Rome New York

198 North Washington Street

Rome, NY 13440

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

### PROJECT:

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

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City Owned Buildings

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 6th day of May, 2025

Stephen S. Starr Mechanical Corp.

(Principal)

(Seal)

(Witness)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Witness) Alexa N. Chavez

(Title)

Sandra M. Nowak, Attorney-in-Fact



SURETY ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

On this 6th day of May in year 2025 Before me personally come(s)  
Sandra M. Nowak to me known, who, being by me duly sworn, deposes and says  
that same resides in Chicago, IL that same is the Attorney-in-Fact  
of the Liberty Mutual Insurance Company the  
corporation described in and which executed the foregoing instrument; that same knows the seal of the said  
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the  
order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

  
\_\_\_\_\_  
(Signature of Notary taking acknowledgment) Christopher Troy Moser

My Commission Expires: January 15, 2029



CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_ before me personally come(s)  
\_\_\_\_\_ to me known, who, being by me duly sworn,  
deposes and says that same resides in \_\_\_\_\_ that same is the  
\_\_\_\_\_ of the \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that same knows the seal of the  
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by  
the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

\_\_\_\_\_  
(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary taking acknowledgment)



**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



# POWER OF ATTORNEY

Certificate No: 8204866

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, Sandra M. Nowak

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

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



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 1st day of July, 2024, 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 6th 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.