



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

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

**MARCH 26, 2015
3:00PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 73

A

**AUTHORIZING THE CREATION OF ONE (1) TEMPORARY POSITION
WITHIN THE WATER SHOP DEPARTMENT. Tallarino**

RES. NO. 74

B

**AUTHORIZING THE DELETION OF FOUR POSITIONS OF LABORER AND
THE CREATION OF FOUR POSITIONS OF MAINTENANCE MAN WITHIN
THE WATER SHOP DEPARTMENT. Tallarino**

RES. NO. 75

C

REJECTING BIDS RECEIVED FOR THE REHABILITATION OF THE RAW WATER TUNNEL AND KESSINGER DAM AND AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR THE REHABILITATION OF THE RAW WATER TUNNEL. Tallarino

RES. NO. 76

D

AWARDING CONTRACT TO LACY FORD, INC, FOR THE SUPPLY OF ONE (1) 2015 FORD F350 4x4 TRUCK WITH 8FT PLOW FOR THE WATER POLLUTION CONTROL FACILITY. Pieksarski

RES. NO. 77

E

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS FOR EQUIPMENT MAINTENANCE OF AUDIOLOG. Beach

RES. NO. 78

F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH HSE CONSULTING SERVICES PURSUANT TO RESOLUTION NO 41, ADOPTED JANUARY 23, 2014. Tallarino

RES. NO. 79

G

AUTHORIZING THE CITY OF ROME TO MAKE PAYMENT (TO HAYLOR FRYER & COON) FOR NYS DMV FEE ASSOCIATED WITH VEHICLE RENEWAL POLICY. Benedict

RES. NO. 80

I

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH M. HUBBARD CONSTRUCTION INC, PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 192 ADOPTED JUNE 26, 2014, RELATIVE TO THE WATER POLLUTION CONTROL FACILITY PRIMARY SETTLING TANK REHABILITATION PROJECT. Tallarino

RES. NO. 81

J

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST THE CITY OF ROME, NEW YORK. Benedict

7. TABLED RESOLUTION

RES. NO. 46

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 1 WITH GHD CONSULTING ENGINEERS FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CITY OF ROME RAW WATER TUNNEL REHABILITATION PROJECT. Tallarino

8. ADJOURNMENT

RESOLUTION NO. 73

AUTHORIZING THE CREATION OF ONE (1) TEMPORARY
POSITION WITHIN THE WATER SHOP DEPARTMENT.

By _____:

WHEREAS, it is the recommendation of Frank D. Tallarino, Commissioner of the Department of Public Works for the City of Rome, that one (1) temporary position be created within the Water Shop Department, effective March 30, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one temporary (1) position be created within the Water Shop Department, effective March 30, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 74

AUTHORIZING THE DELETION OF FOUR POSITIONS OF LABORER AND THE
CREATION OF FOUR POSITIONS OF MAINTENANCE MAN
WITHIN THE WATER SHOP DEPARTMENT.

By _____:

WHEREAS, it is the recommendation of Frank D. Tallarino, Commissioner of the Department of Public Works for the City of Rome, that four (4) positions of Laborer be deleted and the creation of four (4) positions of Maintenance Man occur within the Water Shop Department, effective March 30, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that four (4) positions of Laborer be deleted and the creation of four (4) positions of Maintenance Man occur within the Water Shop Department, effective March 30, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

[Faint, illegible text]

RESOLUTION NO. 75

REJECTING BIDS RECEIVED FOR THE REHABILITATION OF THE RAW WATER TUNNEL AND KESSINGER DAM AND AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR THE REHABILITATION OF THE RAW WATER TUNNEL

By _____:

WHEREAS, the Board of Estimate and Contract, pursuant to Resolution No. 327, adopted November 13, 2014, authorized the City Clerk to advertise for bids for general construction for the Fish Creek Raw Water Tunnel and Kessinger Dam Rehabilitation Projects; and

WHEREAS, the City of Rome has deemed to be in its best interests to reject all bids previously received; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that all bids received pursuant to Resolution No. 327 adopted November 13, 2014, are hereby rejected; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to re-advertise for bids for the general construction for the Fish Creek Water Tunnel Rehabilitation Project; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st Floor, Rome City Hall, no later than 3:00 p.m. on April 23, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

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

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 76

AWARDING CONTRACT TO LACY FORD, INC, FOR THE SUPPLY OF
ONE (1) 2015 FORD F350 4x4 TRUCK WITH 8FT PLOW FOR
THE WATER POLLUTION CONTROL FACILITY

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with Lacy Ford Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Lacy Ford Inc., for the supply of one (1) 2015 Ford F350 4X4 Truck with 8ft Plow for Water Pollution Control Facility, at a total contract price not to exceed \$33,700.00, pursuant to the attached Bid Documents, which are made part of this Resolution; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

JOSEPH F. FUSCO, JR.
MAYOR



DONNA M. PIEKARSKI
PURCHASING AGENT

PURCHASING DEPARTMENT

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

BID NUMBER: RFB-2015-004
BID OPENING: 3/12/2015 at 3:00 PM (local time)
BID TITLE: SUPPLY (1) 2015 OR NEWER FORD OR CHEVY 1-
TON 4X4 REG CAB & CHASSIS TRUCK FOR WATER
POLLUTION CONTROL FACILITY

COMPANY NAME: R.C. LACY FORD INC

MAILING ADDRESS: 25 MAPLE AVE, CATSKILL, NY 12414

PHONE: 518-943-4300

FAX: 518-943-2257

EMAIL: JON@RCLACY.NET

WEBSITE: WWW.RCLACY.NET

SIGNATURE: *Jon Amerling*

PRINTED NAME/TITLE: JON AMERLING

TOTAL OF BID: \$33,700

DELIVER TIME 8-12 WEEKS TRUCK WILL BE A 2016 MODEL

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

INVITATION AND INSTRUCTIONS TO BID

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

BID NUMBER: RFB-2015-004
**BID TITLE: SUPPLY (1) 2015 OR NEWER FORD OR CHEVY
1-TON 4X4 REG CAB & CHASSIS TRUCK FOR
WATER POLLUTION CONTROL FACILITY**

This sealed bid will be publicly opened and read in the Common Council Chambers at:

BID OPENING: 3/12/2015 at 3:00 PM (local time)

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

If additional information is required, please contact:

Donna M. Piekarski, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440

Phone: 315-339-7665
Fax: 315-838-1165

Email: dpiekarski@romecitygov.com

Or, electronically at
www.romenewyork.com ; click on Purchasing Department; Bid Opportunities, or go to: www.centralnybidsystem.com

The City of Rome reserves the right to reject any and all bids.

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

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

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

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

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned? ___yes no
- b. Is your company 51% or more minority owned? ___yes no
- c. If you answer YES to Number 2, check one of the following:
 ___ Black ___ Hispanic ___ Alaskan Native
 ___ AsianPacific Islands ___ American Indian

RESPONSIBLE BIDDER

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

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? ___ yes no
- B. Has your firm filed for bankruptcy? ___ yes no

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

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

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

Bidder acknowledges that the City retains the right to waive any technical noncompliance with the bid specifications so long as such noncompliance is not material or substantial. Bidder acknowledges the City has the right, in its sole discretion, to determine whether such technical noncompliance is material or whether to waive such deviation from the bid specifications.

DEVIATIONS FROM SPECIFICATIONS:

QUOTE DOES NOT INCLUDE HITCH, WIRING, OR FLAPS. THESE ITEMS MUST BE PART OF THE BODY UP FIT



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

JON AMERLING
(Name of Bidder)

FLEET SALES
(Official capacity)

BIDDERS CHECKLIST

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

- | | |
|--|--------------------|
| <input checked="" type="checkbox"/> PROPOSER'S WARRANTY | Ref Page 1 |
| <input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| <input checked="" type="checkbox"/> MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 8 |
| <input checked="" type="checkbox"/> RESPONSIBLE BIDDER | Ref Page 8 |
| <input checked="" type="checkbox"/> DEVIATIONS SHEET | Ref Page 9 |
| <input checked="" type="checkbox"/> NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 10 |
| <input type="checkbox"/> BIDDERS LIST OF REFERENCES | Supplied By Bidder |

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

BIDDERS LIST OF REFERENCES

TOWN OF CATSKILL

VILLAGE OF CATSKILL

WARREN COUNTY

ROCKLAND COUNTY

BROOME COUNTY

TOWN OF COEYMANS

TOWN OF CAIRO

CENTRAL HUDSON GAS & ELECTRIC

COLUMBIA COUNTY

CITY OF HUDSON

==>

2015 F-SERIES SD

Order No: 0000 Priority: D4 Ord FIN: QE106 Order Type: 5B Price Level: 53

Ord PEP: 640A Cust/Flt Name: ROME PO Number:

RETAIL

RETAIL

F3H F350 4X4 CHAS/C \$35670

LESS TPMS

141" WHEELBASE

14000# GVWR PKG

Z1 OXFORD WHITE

41H ENG BLK HEATER NC

1 CLTH 40/20/40 100

425 50 STATE EMISS NC

S STEEL

473 SNOW PLOW PKG 85

640A PREF EQUIP PKG

JOB #1 BUILD

.XL TRIM

65Z AFT AXLE TANK NC

572 .AIR CONDITIONER NC

.AM/FM STER/CLK

RETAIL

996 6.2L EFI V8 ENG NC

67D XTR HVY DTY ALT \$75

44P 6-SPD AUTOMATIC NC

794 PRICE CONCESSN

TBM LT245 BSW AT 17 125

REMARKS TRAILER

X37 3.73 REG AXLE NC

SP DLR ACCT ADJ

90L PWR EQUIP GROUP 895

SP FLT ACCT CR

TELE TT MIR-PWR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1195

TOTAL BASE AND OPTIONS 38145

TOTAL 38145

FISHER T6" HD w/ FOLK

RESOLUTION NO. 77

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS FOR EQUIPMENT MAINTENANCE OF AUDIOLOG

By _____:

WHEREAS, Kevin Beach, Chief of the Rome Police Department has recommended that the Mayor of the City of Rome enter into an agreement with Continuum Systems of Syracuse, New York, for equipment maintenance of Audiolog, at an enrollment fee amount of \$1,138.88 for a contract term beginning May 1, 2015 to May 1, 2016; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with Continuum Systems of Syracuse, New York, and/or any subsidiaries, affiliates and related entities controlled or owned by Continuum Systems for equipment maintenance of Audiolog, at an enrollment fee amount of \$1,138.88 for a contract term beginning May 2, 2015 to May 1, 2016, pursuant to the attached Maintenance Agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

[Faint, illegible text]

continuum SYSTEMS

2401 BURNET AVENUE
SYRACUSE, NEW YORK 13206
Tel: 315-433-0180

"GUARANTEED MAINTENANCE AGREEMENT"

- A. BUYER: Rome Police Department
301 N. James St.
Rome, NY 13440
- B. ENROLLMENT FEE: \$ 1,138.88
- C. EQUIPMENT: Audiolog
- D. SITE: Rome Police Department
- E. INITIAL TERM: Start: 5/1/2015
End: 5/1/2016
- F. SERVICE AREA: Rome, NY
- G. 24 HOUR/7 DAY EMERGENCY ("24 x 7")
Option: Accepted _____
Declined X

1. DEFINITIONS: The following words in quotations will have following meaning herein: "Vendor" shall mean Continuum Systems, Inc.; "Buyer" shall mean the party set forth above as such; "Equipment" shall mean that equipment set forth or referenced above as such; "Services" shall mean those services, labor and materials to be furnished and performed by the Vendor as described in the paragraph hereof entitled "Services"; "Initial Term" shall mean that calendar interval set forth above as such; "Service Area" shall mean that geographical area set forth above

as such; "Parts" shall mean the constituent parts of the Equipment, not including Supply Items; "Supply Items" shall mean and include print heads, ribbons, batteries, tapes, cassettes, toner, optical disks, headsets, OPC's and all similar non-permanent parts which are subject to exhaustion and replacement in the ordinary and usual operation of the Equipment; "Business Hours" shall mean the hours of 8:00 a.m. through 5:00 p.m. on any day not including Saturdays and Sundays and not including weekdays on which banks in New York are permitted to be closed; "Agreement" shall mean this Guaranteed Maintenance Agreement"; "Site" shall mean the actual physical location of the Equipment, which at the time this Agreement is executed is that address set forth above as such; "Renewal Term" shall mean a calendar interval of the same duration as the Initial Term which shall commence pursuant to this Agreement immediately after the expiration of the Initial Term or the preceding Renewal Term; "Enrollment Fee" shall mean that amount set forth above as such, unless specified differently by the Vendor for any Renewal Term.

2. PURCHASE OF SERVICES: By the execution of this Agreement, and subject to all the terms and provisions hereof, the Buyer has requested and directed the Vendor to furnish and perform the Services and the Vendor has agreed to furnish and perform the Services.

3. SERVICES: The Vendor will perform and furnish the following services, labor, and materials:

a. Annual Inspection: Once during the Initial Term, and once during each Renewal Term, the Vendor will inspect, adjust, clean and lubricate the Equipment at the Site; and

b. Interim Service Calls: From time to time as requested, the Vendor will perform repair and maintenance services at the Site upon the Equipment to facilitate its continued use and operation in the event of its failure or dysfunction; and

c. Parts: As needed during the annual inspection or interim service calls, the Vendor will furnish and install necessary Parts for the Equipment; and

d. Support: Vendor will supply instructional and operational assistance and support to the Buyer by telephone, or at the Site in the Vendor's judgement, concerning the Equipment and the software it utilizes. Vendor will supply to the Buyer a toll free telephone number for Buyer's access to Vendor's systems support staff; and

e. "24 x 7" Option: If the Buyer has selected the "24 x 7" Option, Vendor will supply telephonic support services and/or will provide interim service calls at the Site during other than Business Hours in the event of a major system malfunction in or of the Equipment. The technician at Vendor who responds to a service request under this option will have the sole responsibility of determining whether an interim service call is required therefor.

4. SCHEDULING: The Services, (except Services performed

pursuant to the "24 x 7" Option, if Buyer has selected that Option) will be performed during Business Hours. The Vendor will use its best efforts to perform all Services, including reporting to the Site for interim service calls, as soon as is reasonably possible upon Buyer's request, subject to scheduling conflicts, availability of personnel, and causes beyond Vendor's control. The annual inspection will be performed on a date mutually convenient to both Buyer and Vendor, except that at Vendor's election it may be performed during any interim service call.

5. PAYMENT: The Buyer must pay the non-refundable Enrollment Fee at the time it executes and delivers this Agreement to the Vendor. Approximately 60 days before the commencement of each succeeding Renewal Term, the Vendor will issue an invoice ("Renewal Invoice") to the Buyer for the Enrollment Fee for such succeeding Renewal Term. The Buyer must pay the non-refundable Enrollment Fee with respect to each succeeding Renewal Term not later than 30 days before the expiration of the Initial Term or the Renewal Term then current. The Enrollment Fee shall be in effect during the Initial Term and during each Renewal Term, except that the Vendor may change the Enrollment Fee for any Renewal Term by giving the Buyer written notice thereof, in the Renewal Invoice or otherwise, at any time before such Renewal Term commences. The Vendor also shall collect from the Buyer sales and other taxes as required by law.

6. EXCLUSIONS: Notwithstanding anything in this Agreement

to the contrary, the Services DO NOT INCLUDE the furnishing or performance by the Vendor of any services, labor or materials which: a) are requested by the Buyer to be done not during Business Hours (except Services performed pursuant to "24 x 7" Option, if Buyer has selected that Option); b) consist of Supply Items; c) are required or necessitated by: 1) Buyer's negligent or improper use or operation of the Equipment; or 2) fire, lightening, flood, riot or act of God; or 3) Buyer's use of Supply Items not conforming to Vendor's recommendations or standards; d) are requested by the Buyer at any time after a person or entity not authorized by the Vendor has performed or furnished any labor or materials for or upon the Equipment; e) are requested while the Site is not in the Service Area; f) are requested at or for a time when the Vendor in the exercise of its professional judgment has determined that the Equipment: 1) has been worn out; or 2) is irretrievably broken; or 3) would be functional only after massive refurbishing or extraordinary effort; or 4) would have a fair market value after its repair less than the cost of the labor and material necessary for such repair. Vendor's performance or furnishing of any services, labor or materials excluded from this Agreement will be charged to the Buyer at Vendor's regular rates.

7. AUTOMATIC RENEWAL: Upon the expiration of the Initial Term or any Renewal Term (with reference to either, a "Term"), this Agreement will be renewed automatically for a Renewal Term which shall commence on the day following the last day of the

prior Term, unless not later than thirty (30) days before the expiration of the Term then current, either party has notified the other in writing that the Agreement will terminate at the end of the that Term. Notwithstanding the foregoing, the Vendor may terminate this Agreement at any time if the Enrollment Fee for any succeeding Renewal Term has not been paid and accepted as of the commencement of such succeeding Renewal Term. Except as provided otherwise in this Agreement, all the terms and provisions of this Agreement will continue and be in full force and effect during each Renewal Term.

8. LIMITATION OF WARRANTIES AND EXCLUSION OF DAMAGES: THE VENDOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PARTS OR OTHER MATERIALS FURNISHED BY THE VENDOR, OR THE QUALITY, CONDITION OR PERFORMANCE THEREOF. THE SOLE AND EXCLUSIVE REMEDY AND RECOURSE OF THE BUYER OR ANY OTHER PERSON FOR ANY CLAIM OR COMPLAINT WHETHER IN CONTRACT OR TORT ARISING FROM THE QUALITY, CONDITION OR PERFORMANCE OF ANY PARTS OR OTHER MATERIALS FURNISHED OR SUPPLIED BY THE VENDOR SHALL BE LIMITED EXCLUSIVELY TO THE MANUFACTURER OF SUCH PARTS OR OTHER MATERIALS AND/OR ANY WARRANTY, LIMITED OR OTHERWISE, MADE, CREATED OR ISSUED BY SUCH MANUFACTURER. THE VENDOR WILL NOT BE LIABLE OR RESPONSIBLE TO THE BUYER OR ANY OTHER PERSON WHETHER IN TORT OR CONTRACT OR OTHERWISE FOR ANY CONSEQUENTIAL OR INCIDENTAL OR ECONOMIC DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS, COST OF RENTAL OR SUBSTITUTE EQUIPMENT OR GOODS, OR LOSS OF USE OR ENJOYMENT OF ANY PROPERTY, NOR FOR DAMAGES OF ANY TYPE WHICH EXCEED THE AMOUNT OF THE ENROLLMENT FEE ACTUALLY PAID OR OWED BY THE BUYER TO THE VENDOR HEREUNDER. WITHOUT LIMITATION OF THE FOREGOING, THE BUYER SHALL HAVE NO CLAIM AGAINST THE VENDOR AND THE VENDOR SHALL HAVE NO LIABILITY TO THE BUYER FOR ANY ACT DONE, OMITTED TO BE DONE, OR DONE IN AN IMPROPER OR UNTIMELY MANNER, OR OTHERWISE, UNLESS SUCH ACT OR OMISSION OR IMPROPRIETY OR UNTIMELINESS OR OTHER CIRCUMSTANCE CONSTITUTES RECKLESS OR WILLFUL

MISCONDUCT BY THE VENDOR.

9. GENERAL: No delay or failure of the Vendor to exercise any right or remedy or to insist upon strict performance of any provision hereof will operate as a waiver thereof. The rights and remedies granted to the Vendor hereunder will be cumulative in nature and no exercise of any right or remedy by Vendor will preclude any further exercise by Vendor thereof or of any other right or remedy. The Buyer will reimburse the Vendor for the costs and expenses of collection of any money owed by the Buyer which is not paid when due including reasonable attorney fees. This Agreement may not be amended or terminated without a writing signed by the Vendor in its sole discretion. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of New York. This Agreement constitutes the complete and entire agreement and understanding of the parties concerning the sale and purchase of the Services. There are no statements, agreements or representations made by the Vendor concerning the Services which do not appear in writing in this Agreement or in another document signed by the Vendor making specific reference hereto, and the Buyer does not rely on any.

Date: 3/10/15

BUYER: Rome Police Department

Signature: _____

By: _____

As: _____

Address: 301 N. James St. Rome, NY 13440

SELLER: CONTINUUM SYSTEMS, INC.

Signature: _____

By: Robert Owens

As: President

Address: 2401 Burnet Avenue, Syracuse, New York 13206

RESOLUTION NO. 78

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
AMEND PROFESSIONAL SERVICES AGREEMENT WITH HSE CONSULTING
SERVICES PURSUANT TO RESOLUTION NO 41, ADOPTED JANUARY 23, 2014

By _____;

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 44 adopted January 23, 2014, authorized the awarding of a contract to HSE Consulting Services, of Cicero, New York, for the survey and sampling of asbestos containing material in buildings slated for rehabilitation, demolition, or enforcement action, at a total contract amount of Thirty Thousand and 00/100 Dollars (\$30,000); and

WHEREAS, it has been recommended by Frank D. Tallarino, Jr., Commissioner of Public Works for the City of Rome, that the contract with HSE Consulting Services, of Cicero, New York be amended so as to increase the total contract amount to Fifty Thousand and 00/100 Dollars (\$50,000.00) which will be paid for with CDBG and NSP Funding; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to HSE Consulting Services, of Cicero, New York, pursuant to Resolution No. 44 adopted January 23, 2014, be and is hereby amended, to modify the contract by increasing the total project cost by an amount not to exceed \$20,000.00; and

BE IT FURTHER RESOLVED, that the total amount of this amendment as described hereinabove shall be in a total amount of \$20,000.00, for a total contract price of \$50,000.00, which will be paid for with CDBG and NSP Funding.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: _____ DEFEATED: _____

RESOLUTION NO. 79

AUTHORIZING THE CITY OF ROME TO MAKE PAYMENT (TO HAYLOR FRYER & COON) FOR NYS DMV FEE ASSOCIATED WITH VEHICLE RENEWAL POLICY

By _____:

WHEREAS, Corporation Counsel, Timothy A. Benedict has requested authorization to make payment of \$1,210.00 for New York State Department of Motor Vehicles fee associated with the City's vehicle renewal insurance policy, said payment shall be made payable to Haylor Fryer and Coon Insurance Company; now, therefore,

BE IT RESOLVED, that the City of Rome be and is hereby authorized to make payment of \$1,210.00 for a New York State Department of Motor Vehicles fee associated with the City's vehicle renewal insurance policy, said payment will be made payable to Haylor Fryer and Coon.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 80

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
M. HUBBARD CONSTRUCTION INC, PURSUANT TO BOARD OF ESTIMATE
AND CONTRACT RESOLUTION NO. 192 ADOPTED JUNE 26, 2014,
RELATIVE TO THE WATER POLLUTION CONTROL FACILITY PRIMARY
SETTLING TANK REHABILITATION PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 192 adopted June 26, 2014, authorized the awarding of a contract to M. Hubbard Construction Inc., for the Water Pollution Control Facility Primary Settling Tank Rehabilitation Project (RFB-2014-039), at a total contract amount of \$953,369.00; and

WHEREAS, it has been recommended by Frank Tallarino, Commissioner of the Department of Public Works for the City of Rome, that M. Hubbard Construction Inc., be awarded Change Order No. 1 for this project, pursuant to the attached proposal which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to M. Hubbard Construction Inc., pursuant to Resolution No. 192 adopted June 26, 2014, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, to modify the contract to allow for changes which will increase the total project cost by an amount not to exceed \$77,035.95; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be in a total amount of \$77,035.95, for a total contract price of \$1,030,404.95.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



6800 Old Collamer Road, Suite 3
East Syracuse, New York 13057
tel: 315 434-3200
fax: 315 463-0508

March 23, 2015

Mr. Frank Tallarino, P.E.
City of Rome Department of Public Works
Rome City Hall, Suite 3C
198 North Washington Street
Rome, New York, 13440

Subject: Change Order 1 - Primary Settling Tanks Rehabilitation Project

Dear Mr. Tallarino:

Change Order 1 to Contract No. 1 - General is recommended for City authorization and approval.

- *Subject:* The subject of this Change Order is the change in Contract Price to Contract 1 - General for the additional scope to modify the effluent chamber wall, add flowable fill underneath the ductbank adjacent to the effluent chamber wall, provide further rehabilitation on the influent channel of basins 1, 2, 3 and 4 than required by the Contract Documents, replace wooden baffles on basins 1 to 4, perform additional expansion joint sealing in basin 1, credit for repairing rather than replacing the interior angle supports on basins 1 to 4, replace bolts and pins for the flight connections on basins 3 and 4, and replace secondary clarifier sludge pipe.
- *Reason:* These changes are due to unforeseen conditions, engineer's changes, and Owner's requests.
 - Effluent chamber wall changes - due to unforeseen condition, the effluent wall construction was revised to construct a wider wall around an existing outfall pipe.
 - Flowable fill for electrical ductbank - due to unforeseen conditions, the proximity of the ductbank to the effluent chamber wall did not allow soil to be compacted sufficiently, thus a change was made to use flowable fill behind the effluent channel wall to provide better support of the ductbank.
 - The handrail at the end of basins 7, 8, and 9 was changed from galvanized steel to aluminum to match the handrail on basins 1 to 6.
 - Influent end modifications to the channels of basins 1 and 2 due to unforeseen conditions of poor concrete not being visible previously resulted in additional concrete demolition and additional steel members and grating to be installed





Frank Tallarino, P.E.
March 23, 2015
Page 3

the amount of \$60,503; and February 16, 2015 in the amount of \$1,039.95 and found to be acceptable (Attachment B).

- *Value:* The total value of this Change Order is a lump sum change to the original Contract Value in the amount of \$77,035.95.
- *Contractor:* M. Hubbard Construction
- *Other Issues:* None
- *Recommendations:* It is the recommendation of CDM Smith that this Change Order for the value of \$77,035.95 be approved and awarded to M. Hubbard Construction, Inc. The contract price will increase from \$953,369 to \$1,030,404.95

It is also recommended to increase the contract time since the contractor demobilized for the winter. Contract days should be increased from 100 days to 330 days.

If you have any questions or wish to discuss this change order further, please feel free to call me at (315) 434-3247.

Sincerely,

Nancy Oram Vigneault, P.E., BCEE
Project Manager
CDM Smith

cc: Dave Marino
Jeff Zdrojewski



RESOLUTION NO. 81

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST
THE CITY OF ROME, NEW YORK

By _____:

WHEREAS, Raymond and Michelle Pink, commenced a lawsuit against the City of Rome in Oneida County Supreme Court alleging injuries sustained while attending a youth hockey game at Kennedy Arena during a fight that broke out, on or about November 25, 2006; and

WHEREAS, the plaintiffs have agreed to accept a settlement offer by the City of Rome in the amount of \$100,000.00 in full settlement of his lawsuit against the City of Rome, with no admission of liability by the City of Rome or any of its employees or officials; and

WHEREAS, Timothy A. Benedict, Corporation Counsel, has recommended a settlement of the aforesaid lawsuit upon receipt of a fully executed Release from Raymond and Michelle Pink, as being in the best interests of the City of Rome; now, therefore,

BE IT RESOLVED, pursuant to Rome Charter Law—Title A, §173, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Corporation Counsel of the City of Rome to settle the lawsuit of Raymond and Michelle Pink, against the City of Rome for the total sum of \$100,000.00, with no admission of wrongdoing or liability by the City of Rome; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is hereby authorized to effect such settlement upon receipt of an executed general release from the aforesaid Plaintiff; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is further authorized to draft and execute such other and further documentation as may be necessary to effectuate said settlement and to permanently discontinue the matter.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED: