



BOARD OF ESTIMATE AND CONTRACT

Jacqueline M. Izzo
Mayor
Stephanie Viscelli
Common Council President
Frederick Schmidt
Public Works Commissioner

Louise S. Glasso
City Clerk
Gerard F. Feeney
Corporation Counsel
David C. Nolan
City Treasurer

Rome City Hall
198 N. Washington St.
Rome, NY 13440
www.romenewyork.com

BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**JANUARY 14, 2016
3:00 PM**

- 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. 1

A

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS OF THE GREY TO GREEN DOT TRANSPORTATION ENHANCEMENT PROJECT. Andrews

RES. NO. 2

B

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 3

C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VICTOR STANLEY, INC. Andrews

RES. NO. 4

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSEN, INC. Andrews

RES. NO. 5

E

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR SECURITY SERVICES TO THE CITY COURT OF ROME, NEW YORK.
Beach**

RES. NO. 6

F

AUTHORIZING THE DELETION OF THE POSITION OF SUPERINTENDENT OF WATER SUPPLY AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Schmidt

7. TABLED RESOLUTIONS

RES. NO. 297

A

AUTHORIZING THE DELETION OF ONE POSITION OF MAINTENANCE MAN AND THE CREATION OF ONE POSITION OF WATER & SEWER MAINTENANCE FOREMAN IN WATER SHOP DEPARTMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Tallarino

8. ADJOURNMENT

RESOLUTION NO. 1

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
OF THE GREY TO GREEN DOT TRANSPORTATION ENHANCEMENT PROJECT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Grey to Green Department of Transportation Enhancement 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 February 11, 2016, 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 Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 2

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfers:

REASON: Cover Arena food expenditures and miscellaneous expenditures.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7020.419	Parks & Rec.: Utilities and Fuel	\$2,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.414	Arena: Supplies & Materials	\$2,000.00

REASON: Treasurer office supplies.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1325.208	Treasurer: Equipment	\$100.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.414	Treasurer: Supplies	\$100.00

REASON: Additional supplies used by electrical department.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.419	Electrical: Gasoline & Diesel	\$800.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.414	Electrical: Supplies & Materials	\$800.00

REASON: Higher than expected legal advertising.

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8020.418	Com.& Econ. Dev.: Contract Services	\$200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.416	Com.& Econ. Dev.: Advertising	\$200.00

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 3

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH VICTOR STANLEY, INC.

By _____;

WHEREAS, Matthew Andrews, Acting Director of the Department of Community and Economic Development, for the City of Rome, has recommended that the City of Rome, New York, retain the services of Victor Stanley, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Victor Stanley, Inc., for the supply and delivery of benches for the Mohawk River Trail Project (pursuant to RFB-2015-042), at a total amount not to exceed \$24,414.21 with a contract term effective upon execution and expiring upon completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement Victor Stanley, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Victor Stanley, Inc., for the supply and delivery of benches for the Mohawk River Trail Project (pursuant to RFB-2015-042), at a total amount not to exceed \$24,414.21 with a contract term effective upon execution and expiring upon completion of the work required.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 4

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSEN, INC.

By _____:

WHEREAS, Matthew Andrews, Acting Director of the Department of Community and Economic Development, for the City of Rome, has recommended that the City of Rome, New York, retain the services of Greenman Pedersen, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Greenman Pederson, Inc., for construction management and inspection of the locally administered federal aid transportation project "From Grey to Green East Dominick Streetscape Enhancement", at a total amount not to exceed \$113,100.00 with a contract term effective upon execution and expiring upon completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement Greenman Pedersen, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by Greenman Pederson, Inc., for construction management and inspection of the locally administered federal aid transportation project "From Grey to Green East Dominick Streetscape Enhancement", at a total amount not to exceed \$113,100.00 with a contract term effective upon execution and expiring upon completion of the work required, and pursuant to the terms more specifically described within the attached Agreement, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 2650.43 Municipal Contract No. _____

Agreement made this _____ day of _____ by and between

City of Rome, New York

Having its principal office at 198 N. Washington Street, Rome New York (the "City")

and

Greenman-Pedersen, Inc.

with its office located at 80 Wolf Road, Albany, NY (the "Consultant," the "signatory" and the "prospective participant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the **East Dominick Streetscape Enhancement**, The City has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment A annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the City has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the Mayor is authorized to enter this Agreement on behalf of the City,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** – Scope of Services
- **Attachment "B"** - Salary Schedule, Direct Non-Salary Cost, Staffing Tables, Sub-consultant Scope of Services and Cost, and Summary of Cost

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the City, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "A".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the City.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the City shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

PIN 2650-43 – East Dominick Streetscape Enhancement
 East Dominick Street from Black River Blvd. To Mill Street
 City of Rome, Oneida County

3.1 Cost Plus Fixed Fee Method	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. The cost of Principals, Officers and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the City. If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this Agreement as identified in Attachment "B" or otherwise approved in writing by the City or its representative. Not to exceed the maximum allowable hourly rates of pay described in Attachment "B" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the City. 	<ul style="list-style-type: none"> The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment "B". Bills are subject to approval of the City and City's Representative.
Item II	<ul style="list-style-type: none"> Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement, all subject to audit. 	<ul style="list-style-type: none"> All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. Salvage value 	
Item III	<ul style="list-style-type: none"> Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the City at the completion of the work or at the option of the City 		

Agreement
 May 11, 2015

PIN 2650.43 – East Dominick Streetscape Enhancement
 East Dominick Street from Black River Blvd. To Mill Street
 City of Rome, Oneida County

	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the City, NYSDOT, and FHWA For the purpose of this Agreement, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the City for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 110%, in all events not to exceed 110%, subject to audit. 	
Item V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this Agreement shall equal \$ 99,275 	
Item VI	<ul style="list-style-type: none"> The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed. 	<ul style="list-style-type: none"> Maximum Amount Payable under this Method shall be \$ 113,000. 	

ARTICLE 4. INSPECTION

The duly authorized representatives of the City, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the City:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the City to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The City will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the City from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the City of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the City on a monthly basis or such alternative interval as the City

directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the City, in writing, of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, the City shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the City to the CONSULTANT for execution after approvals have been obtained from necessary City officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the City all assistance required by the City. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the City's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to negligent or intentional acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, the CONSULTANT shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or

failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the City and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the City at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the City or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The City, the State, the Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its

rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The City shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the City - if a termination is brought about for the convenience of the City and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the City's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the City, of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the City shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the City or his duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the City for any damages it may sustain by reason thereof. Upon the delivery of all such data to the City, the City will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the City and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the City. Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the City. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the City may deem necessary or appropriate.

If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the City a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the City.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the City may, in certain circumstances, provide compensation for such work.
- B. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such

entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from

qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the N.Y. Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT'S employees nor the employees of its SUBCONTRACTORS may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the N.Y. Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the City and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT'S actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the City thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The City shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

**PIN 2650.43 -- East Dominick Streetscape Enhancement
East Dominick Street from Black River Blvd. To Mill Street
City of Rome, Oneida County**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: City Contract # _____
Pursuant to Resolution No. _____ for 2015, Adopted _____, 2015

City of Rome By: _____ Date: _____	Greenman-Pedersen, Inc. By: _____ Date: _____
---	--

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Town.

Notary Public, _____, N.Y.

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____; that he/she is the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Town.

Notary Public, _____, N.Y.

Attachment A

**Construction Support
and Inspection Services**

**East Dominick Streetscape Enhancement
Black River Blvd to Mill Street**

PIN 2650.43

Table of Contents

Section 1 General

Section 8 Construction Support

Section 9 Construction Inspection

Section 10 Estimating & Technical Assumptions

Section 1 – General

1.01 Project Description and Location

This project is known as: East Dominick Streetscape Enhancement

PIN: 2650.43

Project Description: This project will involve the rehabilitation/reconstruction of pedestrian facilities along East Dominick Street from Black River Boulevard to Mill Street, in the City of Rome, Oneida County.

Project Limits: The total length of the project rehabilitation/reconstruction is approximately 0.25 miles, extending from Black River Boulevard to Mill Street

Municipality: City of Rome

County: Oneida

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Municipalities** Contract Administrator for this project is Matt Andrews, who can be reached at (315) 339-7628.

All correspondence to the **Municipality** should be addressed to:

Matthew J. Andrews, Senior Planner
Department of Community & Economic Development
198 N. Washington Street
Rome, New York 13440

Email: mandrews@romecitygov.com

The Contract Administrator should receive copies of all project correspondence.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans. Work under this section will always be in response to a specific assignment from the **Municipality** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.
- The **Consultant** will review and approve cofferdams to be provided in the waterway.
- The **Consultant** will review and approve removal plan of the proposed structural steel members that are to be rehabilitated or replaced.
- The **Consultant** will review and approve lifting plan.
- The **Consultant** will review and approve structural steel replacement procedures.
- The **Consultant** will review and approve crane locations.

Not reimbursable under this Section is:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **City**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining project records, processing payments, performing inspection work and on-site tests of appropriate items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project. This will include:

**PIN 2650.43 – East Dominick Streetscape Enhancement
East Dominick Street from Black River Blvd. To Mill Street
City of Rome, Oneida County**

- Preparing the contracts and schedule, coordinate and attend preconstruction/construction progress meetings;
- Reviewing all contractor submittals as necessary;
- Assist the Contractor as required with contacting and coordinating all utility relocations;
- Perform full-time on-site construction inspections to determine conformance with the contract documents and to ensure quality workmanship. It is assumed that this project will require one (1) full time NICET Level II Inspector, which will be provided by the City and one (1) full time NICET Level IV Inspector (Resident Engineer) to be provided by the Consultant for a four (4) month construction period, which is assumed to be from May 2016 through August 2016. Assume RE will work an average of 45 hours per week;
- Assume Project Closeout will require 80 hours to complete all items.
- Maintain and provide the City with a copy of written field inspection reports for all field visits and inspections;
- Maintain and provide the City with a copy of written preconstruction and progress meeting minutes;
- Digitally photograph the entire construction progress and provide the City with a digital diary of the project on a CD;
- Review, verify and approve contractor's monthly estimates and forward to the City for payment;
- Review, recommend and prepare contractor change order requests;
- Forward marked up set of plans that show field changes to the design consultant for preparation of record plans.
- Complete and submit to the City all required project close-out documents, including but not limited to shop drawings and material/field testing reports;
- Furnish the City with a final 11"x14" glossy project photo, matted and framed to a standard size of 14"x18". The final framed photo is to include the following information:
 - Project Name
 - Project Location
 - Consultant Name
 - Contractor Name
 - Owner Name
 - Year of Project Completion

9.03 City Project Manager

The City will assign a Project Manager to the contract covered by this agreement. This Project Manager will be the City's official representative on the contract and the Consultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the Consultant will submit to the City a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **City** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

1. All records must be kept in accordance with the directions of the **City**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare weekly inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
2. Any record plans, engineering data, survey notes or other data provided by the **City** should be returned to the **City** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P. E.) licensed and registered to practice in New York State must be signed by the P.E.
3. Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
4. The **Consultant** must submit the final estimate of the contract to the **City** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **City** within five (5) weeks after the date of the acceptance of the contract.

C. Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **City** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

D. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **City's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 8 Estimate 6 cost and progress reporting periods will occur during the life of this agreement.

Section 9 Estimate construction will begin in May 2016 and will be completed by August 2016. Project Closeout anticipated in September 2016.

Estimate 1 NICET II inspector will be required full time for five months and provided by the **City**; and 1 NICET IV inspector will be required full time for five months and provided by the **Consultant**.

Plant inspection for the asphalt and concrete assumes that the materials would be coming out of a NYSDOT approved plant.

10.02 Technical Assumptions

1. Construction Inspection costs is assumed to be a maximum of hours shown on the cost spreadsheet for the RE.

**PIN 2650.43 – East Dominick Streetscape Enhancement
East Dominick Street from Black River Blvd. To Mill Street
City of Rome, Oneida County**

Attachment B

**Salary Schedule, Direct Non-Salary Cost, Staffing Tables, Sub-consultant Scope of Services
and Cost, and Summary of Cost**

**EAST DOMINICK STREETScape ENHANCEMENT
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.43

5/1/2015

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2015 to 12/31/2015	1/1/2016 to 12/31/2016	1/1/2017 to 12/31/2017	1/1/2018 to 12/31/2018	
Productive Principal	ASCE IX	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05	A
Project Director	ASCE VIII	\$73.50	\$75.71	\$77.98	\$80.32	\$82.72	A
Principal Engineer	ASCE VII	\$68.00	\$70.04	\$72.14	\$74.31	\$76.53	A
Project Manager	ASCE VII	\$52.00	\$53.56	\$55.17	\$56.82	\$58.53	B
Geotechnical Engineer	ASCE VI	\$51.00	\$52.53	\$54.11	\$55.73	\$57.40	B
Senior Engineer	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Construction Supervisor	ASCE VI	\$48.00	\$49.44	\$50.92	\$52.45	\$54.02	B
Project Engineer	ASCE V	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	B
Engineer	ASCE IV	\$37.50	\$38.63	\$39.78	\$40.98	\$42.21	B
Environmental Engineer	ASCE IV	\$36.00	\$37.08	\$38.19	\$39.34	\$40.52	B
Design Engineer	ASCE III	\$34.70	\$35.74	\$36.81	\$37.92	\$39.06	B
Junior Engineer	ASCE II/I	\$28.50	\$29.36	\$30.24	\$31.14	\$32.08	B
Senior Environmental Scientist	N/A	\$47.50	\$48.93	\$50.39	\$51.90	\$53.46	B
Senior Landscape Architect	N/A	\$67.00	\$69.01	\$71.08	\$73.21	\$75.41	B
Landscape Architect	N/A	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77	B
Senior Engineering Technician	NICET III	\$30.50	\$31.42	\$32.36	\$33.33	\$34.33	C
Engineering Technician	NICET II	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	C
CADD Operator	NICET II	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	C
Technician	NICET I	\$24.00	\$24.72	\$25.46	\$26.23	\$27.01	C
Resident Engineer	NICET IV	\$46.80	\$48.20	\$49.65	\$51.14	\$52.67	C
Office Engineer/Sr. Inspector	NICET III	\$38.50	\$39.66	\$40.84	\$42.07	\$43.33	C
Construction Inspector	NICET III	\$38.50	\$39.66	\$40.84	\$42.07	\$43.33	C
Construction Inspector	NICET II	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	C
Construction Inspector	NICET I	\$28.50	\$29.36	\$30.24	\$31.14	\$32.08	C
Technical Typist	N/A	\$23.50	\$24.21	\$24.93	\$25.68	\$26.45	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**EAST DOMINICK STREETScape ENHANCEMENT
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.43

5/1/2015

EXHIBIT B, Page 1

**GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----**

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Inspection Reports	2	200	400	\$0.10	\$40.00
Record Plans	2	100	200	\$0.10	\$20.00
Project Closeouts Docs	2	200	400	\$0.10	\$40.00
1. TOTAL					\$100.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	90	5	450	\$0.500	\$225.00
Municipality	4	200	800	\$0.500	\$400.00
NYS DOT Region 2	1	200	200	\$0.500	\$100.00
2. TOTAL					\$725.00

mileage rate shall not exceed the federal reimbursement rate.

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		\$0.49	\$0.00
Overnight Delivery		\$10.00	\$0.00
3. TOTAL			\$0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost
Material Sampling and Testing	1	\$4,000.00	\$4,000.00
Concrete Testing	1	\$2,000.00	\$2,000.00
Soil Compaction Testing	1	\$2,000.00	\$2,000.00
4. TOTAL			\$8,000.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00
5. TOTAL			\$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL **\$0.00**

7. MISCELLANEOUS

	Cost	
	\$0.00	
	\$0.00	
7. TOTAL		\$0.00

GRAND TOTAL **\$8,825.00**

EAST DOMINICK STREETSCAPE ENHANCEMENT
CITY OF ROME, ONEIDA COUNTY

PIN 2650.43

5/1/15

EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

JOB TITLE	GRADE	RATE	Task 8.0	TASK 9.0	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	\$96.00			0	\$96.00	\$0.00
Project Director	ASCE VIII	\$73.50			0	\$73.50	\$0.00
Principal Engineer	ASCE VII	\$68.00			0	\$68.00	\$0.00
Project Manager	ASCE VII	\$52.00	16	40	56	\$52.00	\$2,912.00
Geotechnical Engineer	ASCE VI	\$51.00			0	\$51.00	\$0.00
Senior Engineer	ASCE VI	\$55.00			0	\$55.00	\$0.00
Construction Supervisor	ASCE VI	\$48.00			0	\$48.00	\$0.00
Project Engineer	ASCE V	\$42.00	24		24	\$42.00	\$1,008.00
Engineer	ASCE IV	\$37.50			0	\$37.50	\$0.00
Environmental Engineer	ASCE IV	\$36.00			0	\$36.00	\$0.00
Design Engineer	ASCE III	\$34.70			0	\$34.70	\$0.00
Junior Engineer	ASCE II/I	\$28.50			0	\$28.50	\$0.00
Senior Environmental Scientist	N/A	\$47.50			0	\$47.50	\$0.00
Senior Landscape Architect	N/A	\$67.00			0	\$67.00	\$0.00
Landscape Architect	N/A	\$38.00			0	\$38.00	\$0.00
Senior Engineering Technician	NICET III	\$30.50			0	\$30.50	\$0.00
Engineering Technician	NICET II	\$26.00			0	\$26.00	\$0.00
CADD Operator	NICET II	\$26.00			0	\$26.00	\$0.00
Technician	NICET I	\$24.00			0	\$24.00	\$0.00
Resident Engineer	NICET IV	\$46.80		860	860	\$46.80	\$40,248.00
Office Engineer/Sr. Inspector	NICET III	\$38.50			0	\$38.50	\$0.00
Construction Inspector	NICET III	\$38.50			0	\$38.50	\$0.00
Construction Inspector	NICET II	\$33.00			0	\$33.00	\$0.00
Construction Inspector	NICET I	\$28.50			0	\$28.50	\$0.00
Technical Typist	N/A	\$23.50			0	\$23.50	\$0.00
TOTAL HOURS			40	900	940		
						TOTAL DTL	\$ 44,168.00
						OVERHEAD AT 110%	\$ 48,584.80
						FIXED FEE AT 10%	\$ 9,275.28
						TOTAL DTL + OH & FEE	\$ 102,028.08

EAST DOMINICK STREETScape ENHANCEMENT

CITY OF ROME, ONEIDA COUNTY

PIN 2650.43

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

5/1/2015

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	44,168
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$	2,165
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$	8,825
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (110%)	\$	48,585
Item IV Fixed Fee (10%)	\$	9,275
Item II, Direct Non-Salary Cost subject to audit (Sub-Consultant Cost)	\$	-
Total Estimated Cost	\$	113,018
MAXIMUM AMOUNT PAYABLE	\$	113,100

RESOLUTION NO. 5

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR SECURITY SERVICES TO THE CITY COURT OF ROME, NEW YORK.

By _____:

WHEREAS, Resolution No. 40, adopted by the Board of Estimate and Contract of the City of Rome, New York authorized the Mayor of the City of Rome, New York to enter into an agreement with the Unified Court System of the State of New York, under which the City of Rome agreed to provide security personnel for the City of Rome, New York, and the Court premises, for a term of April 1, 2014 through March 31, 2019; and

WHEREAS, the terms and monetary compensation of said agreement are reviewed and approved on an annual basis, for purposes of renewal; and

WHEREAS, Kevin Beach, Chief of the Rome Police Department has requested authorization for the Mayor of the City of Rome to enter into the second annual agreement with the Unified Court System of the State of New York for security personnel for the City of Rome, New York and the Court premises; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute the attached agreement, which is made part of this Resolution, with the Unified Court System of the State of New York, under which the City of Rome shall agree to provide security personnel for the City Court of Rome, New York, and the Court premises, and

BE IT FURTHER RESOLVED, that the City of Rome shall be reimbursed for providing such security services in an amount not to exceed the sum of \$130,000 per year, pursuant to Section 39, paragraph 2 of the Judiciary Law of the State of New York; and

BE IT FURTHER RESOLVED, that the term of this Agreement shall extend from April 1, 2015 through March 31, 2016.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT
ONONDAGA COUNTY COURTHOUSE
600 S. STATE STREET
SYRACUSE, NEW YORK 13202-3099
(315) 671-2111
FAX: (315) 671-1175

LAWRENCE K. MARKS
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

JAMES C. TORMEY
Justice of Supreme Court
District Administrative Judge
Fifth Judicial District

MICHAEL A. KLEIN, ESQ.
District Executive

JAMES P. SHANAHAN
Principal Administrative Assistant

November 30, 2015

Chief Kevin C. Beach
Rome City Police Department
301 N. James Street
Rome, New York 13440

Re: Second Period (Fiscal Year 2015-16) of Agreement between the
UCS and the County of ONEIDA (UCS05-C200476-5000281)

Dear Chief Beach:

Section I(B) of the above-referenced Agreement provides that the term of the Agreement shall consist of an initial one-year period commencing on April 1, 2014 and terminating on March 31, 2015, and four subsequent one-year periods commencing on April 1st and terminating on March 31st in each succeeding year of the Agreement (Periods). Section I(B) of the Agreement further provides that each Period shall have its own maximum amount of monetary reimbursement and its own staffing schedule (Appendices B and B-1). Section I(D) of the Agreement provides that both the maximum monetary reimbursement amount and the staffing schedule are to be established by mutual written agreement of the parties.

The maximum monetary reimbursement amount for the Period commencing on April 1, 2015 and terminating on March 31, 2016 (Current Period) shall not exceed _\$130,000.00. The staffing schedule for the Current Period is set forth in the new Appendices B and B-1 attached hereto. The new Appendices B and B-1 are made a part of this letter and a part of the Agreement, and they replace the previous Appendices B and B-1 for the Current Period.

Except as expressly provided otherwise herein, all terms and conditions of the Agreement shall remain in full force and effect and shall apply to this Period. The signatures of the parties below shall constitute the mutual written agreement of the parties to the terms and conditions set forth herein. The original of this letter should be signed by an authorized representative of the Contractor and the acknowledgment page should be notarized. Please return the signed original letter, the appendices and the acknowledgment page to my office and retain a copy for your files.

Very truly yours,



Michael A. Klein
District Executive

Encl.

FOR: CITY OF ROME

FOR: NEW YORK STATE
UNIFIED COURT SYSTEM

BY: _____
Name: _____
Title: _____

Maureen H. McAlary, Director
Division of Financial Management

DATED: _____

DATED: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF)

On this _____ day of _____, 20____,
before me personally came _____, to me
personally known, who being by me duly sworn, did depose and say that s/he resides in
_____, that s/he is the
_____ of _____,
the municipality described in and which executed the above instrument; and that s/he
is authorized to execute the above instrument on behalf of said municipality.

NOTARY PUBLIC

DATE

STAFFING SCHEDULE

DESIGNATED COURT	TITLE	AVERAGE ANNUAL SALARY*	AVERAGE ANNUAL FRINGE BENEFITS*	ESTIMATED FTE	MAXIMUM COST
ROME CITY	POLICE OFFICER	\$44,121	\$20,879	2.00	\$130,000
Maximum Annual Contract Amount					\$130,000

*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

FRINGE BENEFITS

Fringe benefits pursuant to collective bargaining agreement for 2015 year. All applicable benefit categories must be listed below to be eligible for reimbursement.

Type	% of Salary (or Amount)
FICA (hourly)	7.65%
LIFE INSURANCE	1%
HEALTH/DENTAL INSURANCE	35.67%
UNIFORM	1%
LONGEVITY	2%

ROME CITY

APPENDIX B-1

TITLE	NAME	CERTIFIED POLICE OFFICER ON DCJS -
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(All Police Officers are certified)

POLICE OFFICER	ALBERT J. CICCONE	
POLICE OFFICER	MERINO J. CICCONE III	
POLICE OFFICER	CHRISTOPHER J. SHEAN	
POLICE OFFICER	JOHN A. REILLY	
POLICE OFFICER	SHARON L. ROOD	
POLICE OFFICER	ROBERT J. GALLUPPI	
POLICE OFFICER	DEREK T. UTTER	
POLICE OFFICER	TIMOTHY J. KLEBER	
POLICE OFFICER	SCOTT W. HOAG	
POLICE OFFICER	FREDERICK J. CARNEVALE JR.	
POLICE OFFICER	CLIFFORD J. BAKER JR.	
POLICE OFFICER	MARK A. FANFARILLO	
POLICE OFFICER	FERDINANDO A. PACICCA III	
POLICE OFFICER	MICHAEL P. DEMATTEO	
POLICE OFFICER	JASON W. FAIRBROTHER	
POLICE OFFICER	NICHOLAS J. MARTIN	
POLICE OFFICER	THOMAS R. MEDLIN III	
POLICE OFFICER	THOMAS B. RIOLO	
POLICE OFFICER	MICHAEL F. UHL	
POLICE OFFICER	JEFFREY M. LANIGAN	
POLICE OFFICER	BRIAN J. GUALTIERI	
POLICE OFFICER	HOLLIE B. KENNEDY	
POLICE OFFICER	PAUL C. PELTON, JR.	
POLICE OFFICER	BRYAN M. ZOECKLER	
POLICE OFFICER	JEFFREY L. BUCKLEY	
POLICE OFFICER	AARON A. PAGE	
POLICE OFFICER	SHANE A. RIOLO	
POLICE OFFICER	KELLY L. LUPINSKI	
POLICE OFFICER	CHAD D. MURPHY	
POLICE OFFICER	ALEXANDER E. SYPNIEWSKI III	
POLICE OFFICER	DANIEL VESCIO	
POLICE OFFICER	GEORGE W. GEBO III	
POLICE OFFICER	JAMES A. PRUCKNO	
POLICE OFFICER	JAMES L. RICHARDSON JR.	
POLICE OFFICER	DAVID A. SALLE JR.	
POLICE OFFICER	BRIAN A. STEVENS	
POLICE OFFICER	MICHAEL J. SWEEZEY	
POLICE OFFICER	ERIC A. STEVENS	
POLICE OFFICER	JAMES T. BRISTOL	
POLICE OFFICER	ALEXZANDRA S.M. CARLETTA	
POLICE OFFICER	RYAN P. CREVER	
POLICE OFFICER	ALEXANDER M. FRATINI	
POLICE OFFICER	THOMAS J. FURLONG	
POLICE OFFICER	JOSEF I. HALL	

POLICE OFFICER
POLICE OFFICER
POLICE OFFICER
POLICE OFFICER
POLICE OFFICER
POLICE OFFICER
POLICE OFFICER

JOSEPH A PRUCKNO
JACOB A. CLARK
MATTHEW J. DUNHAM
DANIEL D. ROBERTS
NICOLAUS J. SCHREPPPEL
TYLER F. WITCHLEY
CHARLES E. ZONNEVYLLE IV

PART-TIME OFFICERS

POLICE OFFICER
POLICE OFFICER

JOHN T. BIELBY
DONALD EARLY
SALVATORE FANELLI
JOHN P. GUALTIERI
JOHN LANDRY
FRANK McCULLY
ROBERT A. PINTI
RUSSELL PITONIAK

RESOLUTION NO. 6

AUTHORIZING THE DELETION OF THE POSITION OF SUPERINTENDENT OF WATER SUPPLY AND AMENDING THE 2016 BUDGET TO REFLECT SAME.

By _____:

WHEREAS, it is the recommendation of Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, that the position of Superintendent of Water Supply be deleted within the Department of Water Supply (EW8320), effective immediately; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the position of Superintendent of Water Supply be and is hereby deleted within the Department of Water Supply (EW8320), effective immediately; and

BE IT FURTHER RESOLVED, the 2016 Budget shall be amended to reflect same.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED: