



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

### BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**JANUARY 28, 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. 7**

**A**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE AN AGREEMENT WITH THE STANWIX HEIGHTS VOLUNTEER FIRE DEPARTMENT, INC. Nolan**

**RES. NO. 8**

**B**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC. Nolan**

**RES. NO. 9**

**C**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH R-CATS, OF ROME, NEW YORK. Nolan**

**RES. NO. 10**

**D**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL. Nolan**

**RES. NO. 11**

**E**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SOUTH ROME SENIOR CITIZENS COUNCIL. Nolan**

**RES. NO. 12**

**F**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE MOHAWK VALLEY COMMUNITY ACTION AGENCY, INC. RUNAWAY & HOMELESS YOUTH PROGRAM. Nolan**

**RES. NO. 13**

**G**

**AUTHORIZING A CONTRACT BETWEEN THE CITY OF ROME AND THE HUMANE SOCIETY OF ROME, INC. Nolan**

**RES. NO. 14**

**H**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF THE CITY OF ROME PLOT DURING 2016. Nolan**

**RES. NO. 15**

**I**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE JERVIS PUBLIC LIBRARY ASSOCIATION. Nolan**

**RES. NO. 16**

**J**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME HISTORICAL SOCIETY. Nolan**

**RES. NO. 17**

**K**

**AUTHORIZING ANNUAL PAYMENT TO THE ROME ART AND COMMUNITY CENTER BY THE CITY TREASURER. Nolan**

**RES. NO. 18**

**L**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CAPITOL CIVIC CENTER. Nolan**

**RES. NO. 19**

**M**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AN AUDITING FIRM OR CERTIFIED PUBLIC ACCOUNTANT FOR 2016. Nolan**

**RES. NO. 20**

**N**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY FOR CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY SERVICES. Nolan**

**RES. NO. 21**

**P**

**AWARDING CONTRACT TO DELAWARE ENGINEERING, P.C., FOR ENVIRONMENTAL MONITORING AT THE FORMER TANNERY ROAD LANDFILL. Schmidt**

**RES. NO. 22**

**Q**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO THE FORMER BEAVER CREEK GOLF COURSE. Domenico**

**RES. NO. 23**

**R**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 618 WILLIAM STREET, NEW YORK. Domenico**

**RES. NO. 24**

**S**

**AUTHORIZING THE CREATION OF ONE (1) PART TIME CLERK POSITION  
WITHIN THE OFFICE OF THE CITY TREASURER. Nolan**

**RES. NO. 25**

**T**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**RES. NO. 26**

**U**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**RES. NO. 27**

**V**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**RES. NO. 28**

**W**

**ESTABLISHING THE 2016 CITY OF ROME APPROVED VENDORS LIST  
FOR VARIOUS DEPARTMENTS. Nolan**

**RES. NO. 29**

**X**

**AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 1 ADOPTED ON  
JANUARY 14, 2016 RELATIVE TO ADVERTISING FOR BIDS OF THE GREY  
TO GREEN DOT TRANSPORTATION ENHANCEMENT PROJECT. Andrews**

**RES. NO. 30**

**O**

**AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH GHD  
CONSULTING ENGINEERS, LLC PURSUANT TO ORIGINAL BOARD OF  
ESTIMATE AND CONTRACT RESOLUTION NO. 184 ADOPTED SEPTEMBER  
13, 2012, RELATIVE PROFESSIONAL DESIGN SERVICES FOR THE RAW  
WATER TUNNEL REHABILITATION PROJECT. 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. 7

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE  
AN AGREEMENT WITH THE STANWIX HEIGHTS VOLUNTEER  
FIRE DEPARTMENT, INC.

By \_\_\_\_\_:

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 a contract with the Stanwix Heights Volunteer Fire Department, Inc., for the purpose of providing secondary fire protection for certain areas within the City of Rome during the 2016 calendar year; and

BE IT FURTHER RESOLVED, that said contract shall be for a period of one year, at a total cost of \$4,000.00 with the caveat that the contract will provide the City the right to challenge worker's compensation coverage of fire department personnel called into another municipality.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 8

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER  
INTO AN AGREEMENT WITH THE LAKE DELTA  
VOLUNTEER FIRE DEPARTMENT, INC.

By \_\_\_\_\_:

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 a contract with the Lake Delta Volunteer Fire Department, Inc., for the purpose of providing secondary fire protection for certain areas within the City of Rome during the 2016 calendar year; and

BE IT FURTHER RESOLVED, that said contract shall be for a period of one year at a total cost of \$4,000.00, with the caveat that the contract will provide the City the right to challenge worker's compensation coverage of fire department personnel called into another municipality.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 9

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH R-CATS, OF ROME, NEW YORK

By \_\_\_\_\_:

WHEREAS, City Treasurer, David Nolan, has recommended that the City of Rome, New York, retain the services of R-CATS, of Rome, New York for services which shall include providing the City of Rome with assistance in monitoring the feral cat population now; therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with R-CATS, of Rome, New York, at an amount not to exceed \$3,500.00, for assistance in monitoring the feral cat population within the City of Rome, New York.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 10

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL

By \_\_\_\_\_:

WHEREAS, the Senior Citizens Council of Rome, New York, Inc., has requested that the Board of Estimate and Contract provide funding in consideration of the assistance of local recreational programs for senior citizens by the above named group; and

WHEREAS, the Board of Estimate and Contract feels that such a program will serve a useful and helpful purpose and will be in the best interests of the City of Rome; and

WHEREAS, the City of Rome by this Resolution does express its intention to cooperate with the program and has appropriated the sum of \$39,580.00 for 2016 which sum shall be made available in quarterly installments from the proper Recreational Department accounts; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to apply for a partial reimbursement of funds so expended on such program from the proper state agency as provided by state law; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement to provide a sum of \$39,580.00 for the assistance of local programs for senior citizens as directed by the 2016 budget, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$9,895.00, upon the presentation of a properly executed vendor's claim; and

BE IT FURTHER RESOLVED, that commencing April 1, 2016, the Senior Citizens Council shall submit quarterly financial reports to the Board of Estimate and Contract of the City of Rome.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 11

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE SOUTH ROME SENIOR CITIZENS COUNCIL

By \_\_\_\_\_:

WHEREAS, the South Rome Senior Citizens Council of Rome, New York, Inc., has requested that the Board of Estimate and Contract provide funding in consideration of the assistance of local recreational programs for senior citizens by the above named group; and

WHEREAS, the Board of Estimate and Contract feels that such a program will serve a useful and helpful purpose and will be in the best interests of the City of Rome; and

WHEREAS, the City of Rome by this Resolution does express its intention to cooperate with the program and has appropriated the sum of \$2,980.00 for 2016 which sum shall be made available in quarterly installments from the proper Recreational Department accounts; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to apply for a partial reimbursement of funds so expended on such program from the proper state agency as provided by state law; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement to provide a sum of \$2,980.00 for the assistance of local programs for senior citizens as directed by the 2016 budget, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$745.00, upon the presentation of a properly executed vendor's claim; and

BE IT FURTHER RESOLVED, that commencing April 1, 2016, the South Rome Senior Citizens Council shall submit quarterly financial reports to the Board of Estimate and Contract of the City of Rome.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 12

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
PROVIDING FUNDS FOR THE MOHAWK VALLEY COMMUNITY  
ACTION AGENCY, INC. RUNAWAY & HOMELESS YOUTH PROGRAM

By \_\_\_\_\_:

WHEREAS, the Mohawk Valley Community Action Agency, Inc., "Runaway & Homeless Youth Program" has requested that the Board of Estimate and Contract provide an appropriation of funds for the benefit of providing emergency short-term residential and non-residential care to youth of the City of Rome; and

WHEREAS, the purpose of said program is to provide twenty-four hour services to youth of the community, with the goal of assisting families to rectify difficulties they are experiencing so that youth and family can stay together; and

WHEREAS, the Board of Estimate and Contract believes that such a program will serve a useful and helpful purpose in the community; and

WHEREAS, the City of Rome by this resolution does express its intention to cooperate with this program and has appropriated the sum of \$1,600.00 for the year 2016; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Mohawk Valley Community Action Agency, Inc., Runaway & Homeless Youth Program for the benefit of providing emergency short-term residential and non-residential care to youth in the City of Rome in the sum of \$1,600.00 as directed by the 2016 budget.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 13

AUTHORIZING A CONTRACT BETWEEN THE CITY OF ROME  
AND THE HUMANE SOCIETY OF ROME, INC.

By \_\_\_\_\_:

WHEREAS, the City of Rome and the Humane Society of Rome, Inc., currently enjoy a relationship whereby the Humane Society of Rome provides certain services to the City in connection with the care and feeding of abandoned, lost and unwanted pets at its shelter on Lamphear Road; and

WHEREAS, the City and the Humane Society desire to continue said relationship and set forth their respective rights and responsibilities in regard to this relationship in the form of a written contract; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to enter into a contract with the Humane Society of Rome, Inc., relative to the care and feeding of abandoned, lost and unwanted pets at the Humane Society's animal shelter located on Lamphear Road and the services provided therefrom; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Humane Society of Rome, Inc., relative to the care and feeding of abandoned, lost and unwanted pets at the Humane Society's animal shelter, for an amount not to exceed \$22,880.00, as authorized by the 2016 budget.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 14

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF  
THE CITY OF ROME PLOT DURING 2016

By \_\_\_\_\_:

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Rome Cemetery Association for the care of the City of Rome plot during the year 2016 for the annual consideration of \$2,000.00.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 15

AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH THE JERVIS PUBLIC LIBRARY ASSOCIATION

By \_\_\_\_\_:

BE IT RESOLVED, that the City of Rome shall enter into an agreement with the Jervis Public Library Association for the year 2016 with consideration to be in the amount of \$322,932.00 for the provision of services to the City of Rome and that the Treasurer be authorized to pay the sum of \$80,733.00 in quarterly installments, upon presentation of a properly executed vendor's claim, and quarterly financial statements, and that the Board of Estimate and Contract shall also receive quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute an appropriate agreement with the Jervis Library Association relative to the services provided to the City of Rome by the Jervis Library Association.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 16

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME HISTORICAL SOCIETY

By \_\_\_\_\_:

WHEREAS, the annual budget of the City of Rome for 2016 has appropriated the sum of \$31,616.00 as the amount to be used as consideration in an agreement between the City of Rome and the Rome Historical Society, said funds to be used to assist in the operation and maintenance of their facility; and

WHEREAS, the City of Rome and the Rome Historical Society agree that payment shall be made on a quarterly basis; now, therefore,

BE IT RESOLVED, that the City Treasurer be and is hereby authorized and directed to make payments to the Rome Historical Society of \$7,904.00 each quarter upon presentation of a properly executed vendor's claim and quarterly financial statements, and that the Board of Estimate and Contract shall also receive the quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute an appropriate agreement with the Rome Historical society relative to the services provided to the City of Rome by the Rome Historical Society.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 17

AUTHORIZING ANNUAL PAYMENT TO THE ROME ART AND  
COMMUNITY CENTER BY THE CITY TREASURER

By \_\_\_\_\_:

WHEREAS, the Rome City Budget for 2016 contains a total appropriation of \$32,224.00 for the operation and maintenance of City owned property commonly known as the Rome Art & Community Center, located at 310 West Bloomfield Street, Rome, New York, by the nonprofit organization known as the Rome Art and Community Center; now, therefore,

BE IT RESOLVED, that an annual payment in the sum of \$32,224.00 be made to the Rome Art and Community Center for operation and maintenance during the year 2016, said payment to be made (in quarterly or as otherwise deemed fit) by the City Treasurer upon presentation of a properly executed vendor's claim and upon the receipt by the City Treasurer of a quarterly financial statement of said Rome Art & Community Center setting forth receipts, expenditures and any unexpended balances, and that the Board of Estimate and Contract shall receive copies of said quarterly financial statements; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement incorporating the aforesaid terms and conditions for the year 2016.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 18

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CAPITOL CIVIC CENTER

By \_\_\_\_\_:

WHEREAS, the Rome City Budget for 2016 contains a total appropriation of \$12,160.00 to assist in the operation and maintenance of The Capitol Civic Center, Rome, New York, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Capitol Civic Center for the allocation of an appropriation in the amount of \$12,160.00 for the year 2016, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$3,040.00, upon the presentation of a properly executed vendor's claim, and upon the receipt by the City Treasurer of an annual financial statement of the Capitol Civic Center, and that the Rome Board of Estimate and Contract shall receive a copy thereof.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 19

AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH AN AUDITING FIRM OR  
CERTIFIED PUBLIC ACCOUNTANT FOR 2016

By \_\_\_\_\_:

WHEREAS, Section 93 Title A of the City Charter Laws provides that the Board of Estimate and Contract shall enter into an agreement for each fiscal year with a certified public accountant or firm of accountants for a continuous audit of the City's financial operations for such year; now, therefore,

BE IT RESOLVED, that the City of Rome shall enter into an agreement with the firm of D'Arcangelo & Co. for the year 2016 in the amount of \$75,400.00; and

BE IT FURTHER RESOLVED, the total sum of \$75,400.00 to be paid to D'Arcangelo & Co. for the year 2016 shall be broken down as follows:

- Auditing : \$62,400.00
- Community Development: \$7,500.00
- Preparation of NYS Annual Report: \$5,500.00

and,

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the necessary agreement.

Seconded by \_\_\_\_\_.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 20

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH ONEIDA COUNTY FOR CENTRAL NEW YORK REGIONAL  
TRANSPORTATION AUTHORITY SERVICES

By Councilor \_\_\_\_\_:

WHEREAS, David C. Nolan, Treasurer for the City of Rome, New York, has recommended that the City of Rome enter into a five (5) year agreement with Oneida County for public transit services, retroactive to January 1, 2015 and expiring on December 31, 2019, with an annual cost to the City of Rome of \$220,000.00; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County for public transit services retroactive to January 1, 2015 and expiring on December 31, 2019, with an annual cost to the City of Rome of \$220,000.00; and

BE IT FURTHER RESOLVED, that the terms of this Agreement are more specifically described and set forth in the attached Intermunicipal Agreement, which is made part of this Resolution.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

## INTERMUNICIPAL AGREEMENT

This agreement made this     day of             , 2015, by and between the **County of Oneida**, a municipal corporation with offices at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "**County**" and the **City of Rome**, a municipal corporation with offices at City Hall, Rome, New York, 13440, hereinafter referred to as "**City**".

### WITNESSETH

WHEREAS, it is the intention of the County and the City to continue to provide affordable bus transportation to its citizens by means of the County joining the Central New York Regional Transportation Authority, hereinafter "CNYRTA", and

WHEREAS, there are certain monies required to be paid to CNYRTA as a local match to State and Federal Operating Funds for its transit operations, and

WHEREAS, the City wishes to enter into an agreement with the County as to the payment of such local share so that bus transportation in the City remains in place, and

WHEREAS, the County is the municipal entity that became a participating member of the CNYRTA system by the act of Board of Legislators' Resolution No. 74 of 2005, and

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the City agrees as follows:

1. The City agrees to pay over to the County the sum of Two Hundred Twenty Thousand and 00/100 Dollars (**\$220,000.00**) **each year** for the years 2015, 2016, 2017, 2018 and 2019. This sum shall represent and be in payment of the equivalent of the City's percentage of the local funding match to the State and Federal Operating Funding allowed for the operation of CNYRTA and required to be paid to CNYRTA by the County.
2. After receipt of such funds by the County, the County agrees to deposit such funds and pay over to CNYRTA, on behalf of the City of Rome, the sum of Two Hundred and Twenty Thousand and 00/100 Dollars (**\$220,000.00**) each year for the years 2015, 2016, 2017, 2018 and 2019.
3. The monies paid over by the City to the County and subsequently paid over by the County to CNYRTA, pursuant to this agreement, shall be for the continued provision of bus transportation services to the citizens of the City of Rome.
4. The term of this agreement shall be from January 1, 2015 until December 31, 2019, unless otherwise agreed to by the parties in writing.

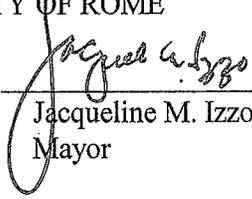
5. The City agrees to make such payment to the County no later than February 1st of each year of this agreement.

IN WITNESS WHEREOF, the County and the City have, through their designated representatives, signed this agreement on the day and year first above written.

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

CITY OF ROME

By:   
Jacqueline M. Izzo  
Mayor

Approved as to form only:

\_\_\_\_\_  
Oneida County Attorney's Office

RESOLUTION NO. 21

AWARDING CONTRACT TO DELAWARE ENGINEERING, P.C., FOR ENVIRONMENTAL MONITORING AT THE FORMER TANNERY ROAD LANDFILL

By \_\_\_\_\_:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with Delaware Engineering, P.C., for the environmental monitoring and ground sampling/analysis (required in March 2016) at the former Tannery Road Landfill, at a total contract price of \$17,190.00, pursuant to the attached Cost Estimate which is 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 Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:



## Delaware Engineering, D.P.C.

28 Madison Avenue Extension  
Albany, New York 12203

Tel: 518.452.1290  
Fax: 518.452.1335

December 2, 2015

Mr. Frank D. Tallarino Jr., P.E.  
Commissioner of Public Works  
City of Rome  
City Hall, 198 N. Washington Street  
Rome, New York 13440

Re: Cost Estimate 2016 Tannery Road Landfill Monitoring

Dear Mr. Tallarino:

Delaware Engineering is pleased to provide you with the following proposal for the 2016 environmental monitoring at the former Tannery Road landfill.

This proposal assumes the following scope of work:

- A. One annual sampling event and four (4) monthly ground water level measurements from the required monitoring wells and operation and maintenance monitoring.
- B. Tabulation and review of data to track the progress of pumping.
- ✓ C. Preparation of one preparation of an annual certification report, which compiles the results of the quarterly water level monitoring, the landfill leachate pumping data and the ground water analytical data.
- D. Compilation of all ground water analytical data into an environmental database containing all Tannery Road Landfill ground water analytical data.

Our proposed costs for completing the landfill monitoring as outlined above is \$17,190. Costs are detailed in the attached table.

If you have any questions regarding this proposal please contact me at (518) 452-1290 or via email at [efahrenkopf@delawareengineering.com](mailto:efahrenkopf@delawareengineering.com).

Sincerely,

  
Ed Fahrenkopf  
Senior Environmental Scientist

cc: D. Kelly (City of Rome)

2016 CITY OF ROME  
LANDFILL MONITORING AND REPORTING COST ESTIMATE

City of Rome 2016 Landfill Monitoring										
Labor Classification	1	2	3	4	5	6	7	8	Total Hours	Cost Estimate
1 Principal Engineer/Scientist										
2 Senior Engineer/Scientist II										
3 Senior Engineer/Scientist I										
4 Engineer/Scientist I										
5 Technician II										
6 Designer/CAD Tech										
7 Technician I										
8 Word Processor										
<b>LABOR SCHEDULE</b>										
<b>TASK HOUR BY STAFF CLASSIFICATION</b>										
Task/Activity Description	1	2	3	4	5	6	7	8	Total Hours	Cost Estimate
1.0 March Annual Baseline Sampling/Reporting		20		14		4			38	\$5,180
2.0 Three Quarterly Water Level Monitoring Events				21					21	\$2,310
3.0 Annual Report	8	20				8			36	\$5,400
3.0 Laboratory Analytical										\$3,500
4.0 Expenses										\$800
<b>Total Hours</b>	8	40		35		12			95	\$17,190
<b>Total Cost</b>										
<b>TOTAL PROJECT COST</b>										<b>\$17,190</b>

RESOLUTION NO. 22

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO  
REHABILITATION AGREEMENT WITH REGARD TO THE  
FORMER BEAVER CREEK GOLF COURSE.

By \_\_\_\_\_ :

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of two (2) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at the former Beaver Creek Golf Course (Tax Map Nos. 203.000-0001-032.002; 203.000-0001-032.001; 203.000-0001-026) with Richard and Shelby Fox for the rehabilitation of said property located at the former Beaver Creek Golf Course (Tax Map Nos. 203.000-0001-032.002; 203.000-0001-032.001; 203.000-0001-026); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at the former Beaver Creek Golf Course (Tax Map Nos. 203.000-0001-032.002; 203.000-0001-032.001; 203.000-0001-026), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 23

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO  
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 618  
WILLIAM STREET, NEW YORK

By \_\_\_\_\_ :

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of nine (9) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 618 William Street (Tax Map No. 223.019-0005-016) with Chris Greene for the rehabilitation of said property located at 618 William Street (Tax Map No. 223.019-0005-016); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 618 William Street (Tax Map No. 223.019-0005-016), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Five Thousand and 00/100 Dollars (\$5,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 24

AUTHORIZING THE CREATION OF ONE (1) PART TIME CLERK POSITION  
WITHIN THE OFFICE OF THE CITY TREASURER

By \_\_\_\_\_:

WHEREAS, it is the recommendation of David C Nolan, City Treasurer for the City of Rome, that one (1) part time clerk position be created within the Office of the City Treasurer, effective January 1, 2016; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) part time clerk position be and is hereby created within the Office of the City Treasurer, effective January 1, 2016.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 25

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 transfer:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.42101	Municipal Buildings: Park Drive Estates	\$3,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.418	Municipal Buildings: Contract Services	\$3,000.00

**REASON: Reimburse Rome Art and Community Center for roof repairs.**

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
 Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:

DEFEATED:

RESOLUTION NO. 26

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:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$49,160.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1210.151	Mayor: Salaries	\$29,100.00
AG3989.151	Public Safety	\$16,500.00
AG1210.801	Mayor: FICA	\$2,300.00
AG3989.801	Public Safety: FICA	\$1,260.00

**REASON: Reflect City Hall Staffing (effective 1/1/2016).**

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
 Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:                      DEFEATED:

RESOLUTION NO. 27

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 transfer:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1325.208	Treasury: Equipment	\$200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.416	Treasury: Advertising & Printing	\$200.00

**REASON: Cover the unplanned cost of IRS Forms 1095B and 1095C for the Affordable Health Care Act.**

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
 Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED:                      DEFEATED:

RESOLUTION NO. 28

ESTABLISHING THE 2016 CITY OF ROME APPROVED VENDORS LIST  
FOR VARIOUS DEPARTMENTS

By \_\_\_\_\_:

WHEREAS, General Municipal Law, §103, and Rome Code of Ordinances (“Rome Code” or “Code”) Chapter 2, Article V, Division 3, commonly referred to and hereafter as “Purchasing Procedure”, sets forth the process, rules and regulations regarding the purchasing of materials, equipment and services by the various departments of the City of Rome; and

WHEREAS, pursuant to the City’s Purchasing Procedure, any purchase of supplies/equipment in the amount of \$20,000.00 or more, or for contractual services in the amount of \$35,000.00 or more, must be done via the City’s “formal contract procedure”, which requires the advertising, receipt and consideration of bids; and

WHEREAS, pursuant to the City’s Purchasing Procedure, if a purchase of supplies/equipment or contractual services is less than the identified amounts, the City may purchase same by the “open market procedure”, which requires the solicitation of price quotes without the need for public advertising; and

WHEREAS, pursuant to the City’s Purchasing Procedure, it is deemed impractical to abide by either the “formal contract procedure” and the “open market procedure” for the purchase of supplies or contractual services in an amount less than \$1,000.00; and

WHEREAS, based on the operations of its various departments, agencies and boards, the City of Rome purchases various supplies/equipment and/or services from various vendors, on an annual basis, which said purchases have a range of value from \$5.00 to less than \$1,000.00 and which relate to supplies/equipment and/or services purchased on an “as needed” basis or as the result of the vendor(s) having a specific part(s), exclusive rights to necessary part(s) or a particular expertise, not possessed by vendors in general, hereinafter said purchases are collectively referred to as “As Needed/Special Purchases”; and

WHEREAS, generally speaking, Rome Charter Law, Title A, requires the City of Rome Board of Estimate & Contract to authorize all contracts entered into by the City of Rome where equipment/supplies and/or contractual services are required, regardless of the price of the equipment/supplies and/or contractual services purchased; and

WHEREAS, in situations involving As Needed/Special Purchases, it is inefficient and cost-prohibitive—from an operational cost perspective—to require each and every purchase of equipment/supplies and/or contractual services to be formalized by a written agreement; and

WHEREAS, it is the recommendation of David C. Nolan, City Treasurer, that the City of Rome to establish a 2016 "Approved Vendors List", wherein said vendors shall provide equipment/supplies and/or contractual services on an "as needed" basis or under special circumstances and authorizing the various departments of the City of Rome to purchase supplies/equipment and/or contractual services having a value of less than One Thousand and 00/100 Dollars (\$1,000.00) without the need for a written contract and upon submission of a voucher and an invoice; and

WHEREAS, David C. Nolan, City Treasurer has opined that it is cost-effective, cost-efficient, and in the City's best interests to continue this practice, and, therefore, recommend that the Board of Estimate and Contract for the City of Rome authorize the City of Rome to establish a 2016 "Approved Vendors List", which is more specifically set forth herein at Exhibit "A", as the list of vendors from which the City of Rome or any of its departments, agencies or boards, may purchase supplies/equipment and/or contractual services on an "as needed" basis or as required by special circumstances and authorizing the various departments of the City of Rome to purchase supplies/equipment and/or contractual services having a value of less than \$1,000.00 from approved vendors, without the need for a written contract for each purchase; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby adopts the list of approved vendors, hereinafter as "Approved Vendors List", which is more specifically set forth herein at Exhibit "A", as the list of vendors from which the City of Rome or any of its departments, agencies or boards, may purchase supplies/equipment and/or contractual services on an "as needed" basis or as required by special circumstances without the need for executing a written contract for each purchase; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate & Contract, that any purchase of equipment/supplies or contractual services from the Approved Vendors List not having a written agreement must have a value of less than \$1,000.00; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate & Contract, that nothing in this Resolution shall be construed to nullify the requirements of Rome Charter Laws-Title A, §106, requiring that expenditures of funds shall only be made upon receipt of an invoice and an order/voucher—in triplicate—being submitted to the City of Rome Treasurer; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate & Contract, that nothing herein shall be interpreted to permit any officer, employee, department, agency or board of the City of Rome to divide any purchase(s) in such a manner so as to avoid the requirements of General Municipal Law, §103, or Rome Code of Ordinances, §§2-378 and 379; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate & Contract that the Approved Vendors List authorized hereby shall go into effect immediately and be retroactive to January 1, 2016, and shall expire on December 31, 2016.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: DEFEATED:

RESOLUTION NO. 29

AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 1 ADOPTED ON  
JANUARY 14, 2016 RELATIVE TO ADVERTISING FOR BIDS OF THE GREY TO GREEN  
DOT TRANSPORTATION ENHANCEMENT PROJECT.

By \_\_\_\_\_:

WHEREAS, pursuant to Resolution No. 1, adopted by the Board of Estimate and Contract, at a meeting held on January 14, 2016, the City Clerk was authorized and directed to advertise for bids for the Grey to Green DOT Transportation Enhancement Project; and

WHEREAS, said proposals were to be returned to the Office of the City Clerk no later than 3:00 p.m. on February 11, 2016, said proposals to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 3:00 p.m. on the same date; and

WHEREAS, Matthew Andrews, Acting Director of the Department of Community and Economic Development wishes to amend the return date for proposals of same from February 11, 2016 to February 25, 2016; now, therefore

BE IT FURTHER RESOLVED, that such proposals shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on February 26, 2016, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> 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:

## 2016 APPROVED VENDOR LIST

1. 3M
2. AAA Pick & Pay
3. Access Health
4. Ace Hardware
5. Adirondack tool
6. Advance Auto Parts
7. Air Temp
8. Alliance Paving
9. All State Scale
10. Allmax Software
11. Alpha DC Motors
12. Amazon
13. Amchar Wholesale
14. Anderson Equipment Company
15. Aqualogics
16. Aries Chemical
17. Associated Fire Protection Corp
18. Atlantic Testing
19. Automeg Inc
20. B&H Photo video
21. Barrett Paving
22. Baum's Castorine
23. BDP
24. Beaton Industrial
25. Ber Mor Gas Service
26. Bernational Controls Inc
27. Big Bear Lawn Care Rick Fiorini
28. Buell Fuel
29. Burgh Schoenburger
30. C.A. Turner Co.
31. Calkin's Technical Products
32. Carbone of Rome
33. Carefree Lawn Service
34. Chalmers & Kubeck
35. Chromate Industrial Corp
36. City Electric
37. CJ Marley Construction
38. Class C Solutions
39. Clemente's
40. Commercial Maintenance Supply
41. Commonwealth Electric
42. Cook Brothers
43. CorCraft
44. Corrosion Products & Equipment
45. Cranesville Block
46. Cummins Northeast
47. Churchville Fire Equipment
48. Cusworth Door
49. Cycle Shack
50. Cyncon Equipment
51. Dell Marketing LP
52. Delta Plumbing
53. Dig Safely NY
54. Dor Mar Roofing
55. DSM Solutions
56. Eggan Environmental
57. EJ Prescott
58. EJ USA
59. Electrical South
60. Empire Crane
61. Energy Systems group
62. Envirolutions LLC
63. Environmental Compliance
64. Erie Glass
65. EWS Weldiong Supply
66. Fastenal
67. Ferguson Waterworks
68. Fire Fighting Equipment
69. Five Star Equipment
70. Flowserve
71. FW Webb
72. General Lumber
73. Golight Inc.
74. Griffith Energy
75. Hach Company
76. Hanson Aggregates
77. Harbor Freight Tools
78. Harvey Materials Inc.
79. HD Supply
80. Hewlett Packard
81. Home Depot
82. HP Farms Cooperating Inc
83. Hummel's Office Plus
84. Integrated Facility Systems

2016 APPROVED VENDOR LIST

85. ITT Flyght	127.	Pat's Tires
86. iZone Imaging Inc	128.	Penn Power
87. JC Smith	129.	Pepsi co.
88. JM Door	130.	Physio-Control Corporation
89. Joe Johnson Equipment	131.	Pioneer Pump Systems
90. John Crane	132.	Pulver Roofing
91. JPJ Electronics	133.	Quantico Tactical
92. JWC Environmental	134.	R M Headlee Co Inc
93. Kaman Industrial Technologies	135.	Rem Fire Systems
94. Kelly-Cresswell Products	136.	Rick's Rags
95. KJ Electric	137.	Rig All
96. Koester Associates	138.	Rome Memorial Hospital
97. Lawson Products	139.	Rome Plumbing
98. LCS	140.	Rome Power and Hardware
99. Life Safety	141.	Rotochrome
100. Life Science Labs	142.	Roto Rooter
101. Lowe's	143.	Rotork
102. Marcellus Door	144.	S&S Worldwide
103. Marcy Hydraulics	145.	Safety Restraint Chair
104. Martisco Corporation	146.	Schneider Electrical Repair
105. Mc Peak Company	147.	Shamrock Sewer Service
106. McIntosh Pallet	148.	Share Corp
107. Mc Quade & Bannigan	149.	Shrier Martin Process Equip.
108. Merritt Seed	150.	Siemens Demag
109. Mid York Fence	151.	Siewert Equipment
110. Midway Industrial	152.	Spectrum Analytical
111. Mills Electric	153.	Spraying Systems Co
112. Milton Cat	154.	Stan's Seafood
113. Mohawk Valley Predictive Tech.	155.	Staples Business
114. Mondrick Plumbing	156.	Statewide Aqua Store
115. MSC Industrial Supply Co.	157.	Superior Plus Energy Services In
116. MTC Appartus	158.	Taylor Rental
117. Murphy Safe and Lock	159.	Team EJP
118. Napa	160.	TR Enterprizes
119. Northeast Uniform	161.	Turblex
120. Northern Nurseries	162.	Tyler Fire Equipment
121. Northern Safety	163.	Underwater Screening Services
122. Northern Tool & Equipment	164.	USA Bluebook
123. NY Advanced Electric	165.	Utica Mack
124. NY Tech Supply	166.	Utica Plumbing
125. Optimation	167.	Vantage Equipmeent
126. Parsons Sheet Metal	168.	Vellano Brothers

2016 APPROVED VENDOR LIST

- 169. Verizon
- 170. Verizon Wireless
- 171. Walmart Business
- 172. Yorkville Battery
- 173. Zimowski's

RESOLUTION NO. 30

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH GHD CONSULTING ENGINEERS, LLC PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 184 ADOPTED SEPTEMBER 13, 2012, RELATIVE PROFESSIONAL DESIGN SERVICES FOR THE RAW WATER TUNNEL REHABILITATION PROJECT

By \_\_\_\_\_:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 184 adopted September 13, 2012, authorized the awarding of a contract to GHD Consulting Engineers, LLC, for professional design services for the Raw Water Tunnel Rehabilitation Project, at a total contract amount of \$640,000.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 120 adopted May 28, 2015, authorized the awarding of Amendment No. 1 for a total amount not to exceed \$1,173,900.00, bringing the grand total of said project to an amount not to exceed \$1,813,900.00; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works, that GHD Consulting Engineers, LLC, be awarded Amendment No. 2 for this project, pursuant to the terms set forth—and more specifically defined within the attached “Addendum No. 2”, 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 GHD Consulting Engineers, LLC, pursuant to Resolution No. 184 adopted September 13, 2012, be and is hereby amended, whereby Amendment No. 2 is hereby awarded, pursuant to the attached Addendum No. 2.

Seconded by \_\_\_\_\_.

AYES & NAYS: Mayor Izzo \_\_\_\_\_ Viscelli \_\_\_\_\_ Feeney \_\_\_\_\_  
Schmidt \_\_\_\_\_ Nolan \_\_\_\_\_

ADOPTED: \_\_\_\_\_ DEFEATED: \_\_\_\_\_



**AMENDMENT NO. 2**

**TO AGREEMENT BETWEEN  
CITY OF ROME, NEW YORK  
AND  
GHD CONSULTING SERVICES INC.**

WHEREAS, GHD Consulting Services Inc. (Engineer) and the City of Rome, New York (Owner) entered into an Agreement dated March 1, 2013 to perform design and bidding services for the Raw Water Tunnel Rehabilitation Project; and

WHEREAS, Owner seeks to obtain funding through the New York State Drinking Water State Revolving Fund and the New York State Revolving Fund Bid Packet must be contained in all engineering agreements; and

NOW, THEREFORE, Engineer and Owner agree to amend the Agreement as follows.

- 1. **Replace Exhibit E in its entirety with the attached Exhibit E – Required Terms for Project Contracts and Subcontracts**

**AUTHORIZATION**

The return of one signed copy of this Amendment No. 2, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for Engineer to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 as of the last date entered below.

ENGINEER:

OWNER:

**GHD CONSULTING SERVICES INC.**

**CITY OF ROME, NEW YORK**

By:   
Kevin Castro, P.E.

By: \_\_\_\_\_  
Jacqueline M. Izzo

Title: \_\_\_\_\_  
Principal

Title: \_\_\_\_\_  
Mayor

Date: 1/22/14

Date: \_\_\_\_\_

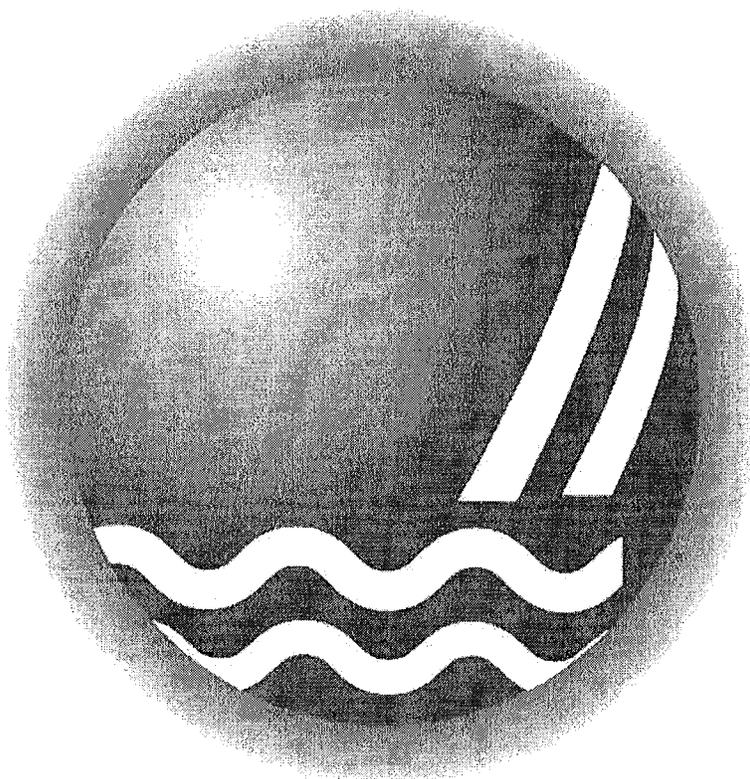
KC/mrv

**EXHIBIT E**

**REQUIRED TERMS FOR NEW YORK STATE ENVIRONMENTAL FACILITIES  
CORPORATION FUNDED PROJECT CONTRACTS AND SUBCONTRACTS**

# NY State Revolving Fund Bid Packet

For Non-Construction Contracts and  
Service Providers



Effective October 1, 2012

**New York State Environmental Facilities Corporation**  
625 Broadway, Albany, NY 12207-2997  
(800) 882 9721  
P: (518) 402-7396 F: (518) 402-7456  
[www.efc.ny.gov](http://www.efc.ny.gov)

## GUIDANCE FOR NON-CONSTRUCTION CONTRACTS AND SERVICE PROVIDERS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS  
Administered by the New York State Environmental Facilities Corporation (EFC)

### Contents of Packet

- **Guidance: Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs**  
*A description of the EEO & MWBE Program as it relates to all contracts*
- **Contract Language: Required Terms for Project Contracts and Subcontracts**  
*The required language to be inserted into all service provider contracts to satisfy DBE & MWBE and other Clean/Drinking Water State Revolving Fund (SRF) Program requirements*
- **Required Forms**  
*A list and summary description of forms required for the MWBE, EEO programs.*

#### Applicability:

This guidance applies to service provider (non-construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

#### Purpose of Documents:

Service Providers are required to engage in specific practices for projects with Clean /Drinking Water State Revolving Fund (SRF) funding. This document is meant to assist the Service Provider in complying with requirements of the SRF program by simply including the bid packet in bid documents and executed contracts.

The SRF program requirements incorporate, but are not limited to, the following laws and regulations:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 - "Participation by Disadvantaged Business Enterprises in US EPA Programs"

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe))

# GUIDANCE

## **Non-Construction and Service Provider Contracts & Agreements:**

Equal Employment Opportunity (EEO) and  
Minority & Women-Owned Business Enterprise (MWBE)  
Programs

A description of the EEO & MWBE Programs as they relate to all contracts funded by  
the New York State Revolving Funds.

## Guidance EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each service provider on an SRF funded project in order to comply with federal and New York State laws and regulations tied to SRF monies. Service Providers on SRF funded projects are required to comply with federal and state MWBE & EEO laws and regulations including NYS Executive Law Article 15A, New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145, as well as the federal requirements of Title 40, Code of Federal Regulations, Part 33 "Participation by Disadvantaged Business Enterprises (DBE) in United States Environmental Protection Agency (EPA) Programs". Service Providers must provide opportunities for MWBE participation on the project and must document their efforts to do so, including providing reports to the Recipient's Minority Business Officer (MBO). In addition, records related to EEO participation on the project must be maintained and submitted to the MBO, such as the EEO Policy Statement and EEO Workforce Utilization Reports.

### I. EQUAL EMPLOYMENT OPPORTUNITY – Applies to Prime & Subcontractors

#### A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects (EEO Workforce Utilization Report). The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website. ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe) - Refer to Guidance Document Folder)

#### B. EEO POLICY STATEMENT

The EEO Policy Statement documents the service provider's policy of non-discrimination in accordance with federal and state laws. This form must be signed by each potential Service Provider and submitted to the MBO as part of any bid proposal. Blank forms are found in the Required Forms section of this document and on EFC's website at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

#### C. EEO WORKFORCE STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Workforce Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

#### D. EEO WORKFORCE UTILIZATION REPORTS

The Service Provider shall submit the EEO Workforce Utilization Report information on a *quarterly* basis to the SRF Recipient throughout the term of the contract. The Service Provider reports the actual workforce utilized in the performance of the contract during that quarter by the specified categories listed including ethnic background, gender, and Federal occupational categories.

In the case where the Service Provider's work force does *not change* within the reporting period, the Service Provider shall so notify the Recipient in writing by checking the appropriate box on the EEO Workforce Utilization Report.

If the Service Provider is unable to separate the workforce to be utilized on this contract from the total workforce, the Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Service Provider's total workforce during the subject time frame, not limited to work specifically under the contract. Blank EEO Workforce Utilization Reports are found in the Required Forms section of this document and at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

## II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE

It is the policy of the EPA that Recipients of financial assistance offer fair share opportunities for agreements and/or sub-agreements to Disadvantaged Business Enterprises (DBE) and small business as defined by the Small Business Administration (SBA). EFC endorses this policy. DBE & SBA requirements are encompassed in EFC's MWBE program and satisfied by following the guidance provided in this document.

### A. APPLICABILITY OF THE EFC MWBE REQUIREMENTS

The MWBE requirements apply to written contracts or agreements between an Recipients and the Service Provider with a value greater than \$25,000, funded with SRF financial assistance, and executed **after October 13, 2010**. Service Provider contracts and agreements funded by SRF monies include services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof. Amendments or change orders for contracts or agreements executed after October 13, 2010 with a value greater than \$25,000 will be subject to the EFC MWBE program as well and the Recipient must require the Service Provider to seek additional MWBE participation for the additional value of the contract.

If the original contracts or agreements are signed after October 13, 2010 with a value equal to or less than \$25,000, but have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, then the full value of the contract will become subject to the EFC MWBE requirements. This includes hourly contracts where the value of the work exceeds the threshold of the \$25,000 value. At the time the work performed and invoiced exceeds the \$25,000 value, the whole contract becomes subject to EFC's MWBE program requirements. In that case, SRF disbursements for work on that contract may be held until the required contract language is verified and an MWBE Utilization Plan is approved.

### B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report titled *The State of Minority and Women-Owned Business Enterprise: Evidence of New York* (April 29, 2010) (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout the State. Service Providers shall solicit participation of MWBE contractors (including subcontractors, consultants, and service providers) for SRF funded projects. EFC will require statewide MWBE participation goals based on the execution date of the respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF financial assistance agreement.

Please refer to the EFC website ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)) and the executed SRF financial assistance agreement to determine the effective date of the EFC MWBE participation goals applicable to all contracts being funded through EFC.

The following MWBE participation goals are applicable to non-construction contracts based on the date of execution, unless MWBE participation goals have been specified for the project in an executed SRF financial assistance agreement.

<b>10/1/2012 – Present</b>	<b>MWBE Combined Goal*</b>
All counties	20%

\*May be any combination of MBE and/or WBE participation

<b>10/1/2011 – 9/30/2012</b>	<b>MWBE Combined Goal*</b>
All counties	10%

\*May be any combination of MBE and/or WBE participation

<b>10/13/2010 – 9/30/2011</b>	<b>MBE Goals</b>	<b>WBE Goals</b>
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

### C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive credit under the EFC MWBE Program, service providers performing the work identified in an approved MWBE Utilization Plan (See Section E for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Service Providers certified as a Disadvantaged Business Enterprise (DBE) may also receive credit for participation through the EFC MWBE program, at EFC's discretion. Certified service providers may receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at [www.esd.ny.gov/MWBE](http://www.esd.ny.gov/MWBE) by navigating to the "Minority & Women Owned Business" tab on the left side of the screen. Searches can be performed by product or vendor.

### D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES

#### At the Time of Bid:

The completed forms listed below shall be part of the official bid submission by each competing service provider:

1. **EPA Form 6100-3 "DBE Subcontractor Performance Form"** -- Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted.
2. **EPA Form 6100-4 "DBE Subcontractor Utilization Form"** -- This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The MBO should provide a list of those MWBE subcontractors that have indicated an interest in performing work associated with the contract to the potential bidders, who should reach out to these firms as potential MWBE participants.

NOTE: The service provider must document all good faith efforts to seek MWBE participation. See section G for guidance.

**Prior to Award of the Contract:**

1. **EPA Form 6100-2** "DBE Subcontractor Participation Form" - Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

**After Award of the Contract:**

1. Service Providers must document their good faith efforts to provide opportunities for MBE and WBE participation in their contracted work. See Section G for more information on Good Faith Efforts.
2. The service provider must submit the **MWBE Utilization Plan** with the documentation of good faith efforts to the MBO no later than the date of the execution of the contract. Additional guidance on preparing and submitting MWBE Utilization Plans can be found in Section E below. All revisions or amendments to the MWBE Utilization Plan should also be submitted to the MBO no later than the date of execution.

NOTE: Failure by the service provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the service provider of any contract requirements including the completion of the project within the specified contract time.

3. The service provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders as referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:
  - i. Actual dollar amount of the subcontract;
  - ii. A job description of the work to be performed by the subcontractor;
  - iii. Signatures of both parties;
  - iv. Date of execution;
  - v. MWBE language (included in this bid packet); and
  - vi. A signed EEO Policy Statement Agreement (See Required Forms)

NOTE: Purchase orders must be accompanied by copies of both sides of cancelled checks.

4. The Service Provider must submit **Monthly Reports** of MBE and WBE participation supplemented with proof of payment made to such MWBE subcontractors to the MBO. Blank monthly report forms are available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe) or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that subconsultants are paid within 30 days of receipt of payment from the recipient.

**Other Service Provider Responsibilities:**

1. The Service Provider will continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to the approved MWBE Utilization Plan must be documented in the next monthly report to the MBO and a revised MWBE Utilization Plan should be submitted for approval.

2. The Service Provider will provide written notification to the MBO and EFC of any termination of an MBE or WBE subconsultant. This should be reported as part of the monthly report.
3. The EEO poster shall be displayed at the project site in a visible location. The EEO poster is at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
4. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
5. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
6. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

#### E. MWBE UTILIZATION PLANS

1. MWBE Utilization Plans are required to be submitted to the MBO no later than the date of execution of the contract.
2. Each Service Provider shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE Utilization Plan will reflect the EFC MWBE goals that apply to the contract as well as the service provider's proposed MWBE participation. The service provider will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website. ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)).
3. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation  
 Division of Minority and Women's Business Development  
 625 Broadway  
 Albany, New York 12245  
 Phone: 1-800-782-8639  
[www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html)

4. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a service provider.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
  - ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
  - iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.
6. **Broker Credit:** Firms that are identified as brokers (on the ESD website or at EFC's discretion) may only be credited up to 25% of their full contract value.
7. **Waiver Request:** Each MWBE Utilization Plan includes a section. If the service provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the service provider shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO.  
**See Section H for more information.**
8. **Joint Ventures/Teaming/Protégé-Mentor Arrangements:** EFC may grant MWBE participation credit based on the MWBE contribution to such arrangements. MWBE Utilization Plans that are claiming MWBE participation credit based on a joint venture, teaming arrangement, or a mentor/protégé arrangement are required to submit the following information as part of the MWBE Utilization Plan Form and Joint Venture/Teaming Arrangement Form:
- i. Names, addresses, and federal identification number for each party;
  - ii. The federal identification number of the joint venture, team, or mentor/protégé arrangement, if applicable; and
  - iii. A copy of the agreement between the parties that describes the interest owned by each party to the agreement and the value added by each party.
9. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the service provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the service provider from either the MBO or EFC, the service provider shall respond to such notice within seven (7) business days.

In coordination with the MBO, EFC may accept a Utilization Plan upon consideration of the following factors:

- i. The Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;
- ii. A Service Provider, who is a certified MBE or WBE, may be credited for up to 100% of the *category of their certification*. However, good faith efforts to seek participation in the other category are required.
- iii. Credit for a dual certified MWBE will only be allowed for one category, not both;
- iv. The value and scope of the subcontracted agreement;
- v. A review of the compliance record for the service provider indicates consistency with MWBE requirements;

- vi. The MWBE Utilization Plan offers acceptable alternatives for utilizing MBEs and/or WBEs participation equal to the project goals;
  - vii. The MWBE Utilization Plan partially achieves the project goals but is supported by submission of documentation of adequate good faith efforts by the service provider to create opportunities for MWBE participation on the contract and the appropriate waiver request; or
  - viii. The Utilization Plan presents a joint venture, teaming arrangement, mentor/protégé agreement or other such business arrangement with a MBE or WBE whose value added or participation can be credited towards achieving the project goals.
10. Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)
  11. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending further MWBE participation or additional supporting documentation, such as submission of copies of executed subcontracts to the MBO.
  12. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the MWBE Utilization Plan is no longer valid, the service provider shall submit a revised MWBE Utilization Plan to the MBO with the next monthly report. At EFC's discretion, a completely revised MWBE Utilization Plan form and good faith effort documentation may be required to be submitted.
  13. **Projects co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals established for the project by those agencies

#### **F. SUBCONTRACTOR'S MWBE RESPONSIBILITIES**

Subcontractors are those individuals or business enterprises that contract directly with service providers. Subcontractors shall:

1. Maintain their MWBE certifications, and notify the service provider and MBO of any change in their certification status.
2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the service provider prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the service provider prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or

military status, marital or family status, or any other discrimination prohibited by law.

7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

**G. GOOD FAITH EFFORT (GFE) DOCUMENTATION**

Service Providers shall solicit participation of MWBE service providers (including subcontractor, consultants and service providers) for SRF-funded projects in accordance with the appropriate goals. In the event respective goals are not achieved, the service provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

1. Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
2. Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website (from <http://www.esd.ny.gov/MWBE/directorySearch.html>) on a statewide basis, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
3. Copies of timely solicitations and documentation that the service provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The service provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining

sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

4. Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log
5. Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
6. A written demonstration that the service provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the service provider on another SRF funded project.
7. The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
8. Any other information or documentation that demonstrates the service provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Service Providers and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects.

#### H. WAIVER REQUESTS

1. Each service provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a service provider may find that it is not possible to meet the MWBE goals. In that case, the service provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO with documentation of the good faith efforts made. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
2. Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report (See EFC website [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe))
3. **Preparation:** As each service provider seeks MBEs and WBEs for participation in their work, they should record and maintain the documentation of these efforts. The waiver request section of the MWBE Utilization Plan should be completed when it is apparent that the MWBE goals for the project cannot be met.
4. **Submission:** Submitting the completed MWBE Utilization Plan with supporting GFE documentation to the MBO to meet the aforementioned MWBE goals, and the indication of the need for a waiver, are factors in determining whether a submission constitutes a completed waiver request. Utilization Plan revisions must be submitted to the MBO as soon as possible, preferably with the next monthly report. Final disbursement request must reflect all Utilization Plans revisions or amendments.

5. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:

- i. equipment is made by only one manufacturer,
- ii. the contract specifications call for equipment that is not available through an MWBE supplier;
- iii. the equipment is constructed on site by specially trained non-MWBE labor, etc., at the discretion of the MBO and/or EFC.

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount and the goals would be applied to the MWBE Eligible Amount.

**Example:**

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

**I. REPORTING REQUIREMENTS**

Monthly Reports: Service Providers are required to submit reports of MWBE participation, and proof of payments to MBEs and WBEs, and updates of workforce information to the MBO on a monthly basis. The report should be submitted no later than 3 calendar days after the end of the month being reported. Blank Monthly Report forms are available on the EFC website or from the MBO.

**J. PROTESTS/COMPLAINTS**

Subconsultants or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

**K. WASTE, FRAUD AND ABUSE**

Subconsultants, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

**L. LIQUIDATED DAMAGES**

If it has been determined by the Recipient or EFC that the service provider is not in compliance with the requirements herein or refuses to comply with such requirements, or

if service provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, service provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the service provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld by the Recipient, the service provider shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed, unless prior to the expiration of such sixtieth day, the service provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law. If Director of ESD renders a decision in favor of Recipient, the liquidated damages shall be payable.

# CONTRACT LANGUAGE

## Required Terms for Project Contracts and Subcontracts

This Bid Packet is to be inserted into all service provider (non-construction) contracts and subcontracts to satisfy MWBE requirements.  
Check EFC's website ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)) for updates.

## REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

### DEFINED TERMS:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe).

The term "contractor", as used in this contract or subcontract, means, and applies to, all Service Providers, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's

*The SRF Bid Packet  
Guidance for SRF Service Providers*

*Revision Date: 10/1/2012*

Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

**INTERPRETATION:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

**REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:**

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Service Providers only), **prior to the execution of this contract.**

**Suspension/Debarment** - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:**

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**MWBE**

**MWBE Goals** - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract.

<b>10/1/2012 – Present</b>	<b>MWBE Combined Goal*</b>
All counties	20%

\*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports - MWBE Monthly Report** – Contractor agrees to submit a report to the Recipient by the 3<sup>rd</sup> business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

**EEO**

**EEO Workforce Staffing Plan** – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

**Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-Construction) Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

**Required Reports - EEO Workforce Utilization Reports – Applies to Construction Contracts and Subcontracts**

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

**Disadvantaged Business Enterprises** - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

**REMEDIES:**

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO

Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

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# **REQUIRED FORMS**

**FOR SERVICE CONTRACTS/AGREEMENTS**

All MWBE & EEO required forms can be found on the EFC website ([www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe))

The following attached MWBE & EEO forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"  
This form is to be distributed to all potential MWBE subconsultants and submit proof that the form was distributed to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"  
This form should be completed by each MWBE subconsultant contacted during the proposal preparation process, maintained in the Service Provider's files, and submitted to the MBO with the bid.
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"  
This form should be completed by the Service Provider as an estimate of which MWBE subconsultants will be used on the project, maintained in the Service Provider's files, and submitted to the MBO with the bid.
4. EEO Policy Statement  
To be signed by all Service Providers and submitted to the MBO with the bid.
5. EEO Staffing Plan  
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.

The following MWBE & EEO forms are required subsequent to the bid award:

1. MWBE Utilization Plan or Waiver Request  
This form is completed by the Service Provider and submitted to the MBO *no later than the date of execution of the contract*.
2. EEO Workforce Utilization Report  
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
3. MWBE Joint Venture/Teaming Arrangement Form  
To be completed by the Service Provider and submitted with the Utilization Plan to the MBO if there is a certified MWBE Joint Venture.
4. MWBE Monthly Report Form  
To be completed by the Service Provider and submitted to the MBO.
5. MWBE Quarterly Report Form  
To be completed by the MBO, from data provided on the monthly reports, and submitted to EFC.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008

EPA Form 6100-2

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

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CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature \_\_\_\_\_ Title/Date \_\_\_\_\_

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030  
Approved: 05/01/2008



Environmental  
Protection Agency

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



Environmental  
 Protection Agency

EPA Form 6100-3

**Disadvantaged Business Enterprise Program  
 DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR <sub>1</sub>		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ Print _____ Name Title		

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008

EPA Form 6100-4  
**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

<b>The following subcontractors<sup>1</sup> will be used on this project:</b>			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
<p>I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).</p>			
<p>_____ Signature of Prime Contractor</p>		<p>_____ Date</p>	
<p>_____ Print Name</p>		<p>_____ Title</p>	

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT REQUIREMENTS  
NEW YORK STATE REVOLVING FUND (SRF)**

I, \_\_\_\_\_, am the authorized representative of \_\_\_\_\_.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that \_\_\_\_\_ will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

Name of Contractor/Service Provider

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

**X**

\_\_\_\_\_  
Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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**EQUAL EMPLOYMENT OPPORTUNITY (EEO) – STAFFING PLAN (Revised 3/2012)**

(Instructions on the following page)

<b>Municipality:</b>	<b>County:</b>	<b>SRF Project No.:</b>	<b>Contract ID:</b>
<b>Service Provider Name:</b>		<b>Date:</b>	

**Report Includes – Please select one from the options below:**

**Reporting Entity – Please select one from the options below:**

Workforce utilized on this contract

Prime Service Provider

Contractor/subcontractor's total workforce

Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino						Female					
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

**Electronic Signature of Service Provider:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

**Name (Please Type):**

**Date:**

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) – STAFFING PLAN (Revised 3/2012)

### INSTRUCTIONS

**General Instructions:** All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractors shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract cannot be separated out from the contractor's or subcontractor's total work force, the contractor shall complete this form for the contractor's or subcontractor's *total work force*.

**RACE/ETHNIC IDENTIFICATION:** Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

### DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

**Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

**Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

**Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

**Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

**Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.

**Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

**Skilled Craftsmen** - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

**Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

**Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

**Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.