



## 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

**APRIL 14, 2016**  
**8:30 AM**

- 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. 74**

**A**

**AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. Nolan**

**RES. NO. 75**

**B**

**AUTHORIZING THE CREATION OF THE POSITION OF PART-TIME CLERK IN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Nolan**

**RES. NO. 76**

**C**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 7088 BRENNON AVENUE FOR \$651.00. Domenico**

**RES. NO. 77**

**D**

**AUTHORIZING THE DELETION OF ONE POSITION OF SENIOR ASSISTANT BUILDING INSPECTOR AND THE CREATION OF ONE POSITION OF ASSISTANT BUILDING INSPECTOR WITHIN THE OFFICE OF CODE ENFORCEMENT. Domenico**

**RES. NO. 78**

**E**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PHZ ARCHITECTS FOR AN AMOUNT NOT TO EXCEED \$21,250.00. Seelig**

**RES. NO. 79**

**F**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MARCH ASSOCIATES ARCHITECTS AND PLANNERS, P.C. FOR AN AMOUNT NOT TO EXCEED \$62,500.00. Schmidt**

**RES. NO. 80**

**G**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MARCH ASSOCIATES ARCHITECTS AND PLANNERS, P.C. FOR AN AMOUNT NOT TO EXCEED \$18,000.00. Schmidt**

**RES. NO. 81**

**H**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BERGMANN ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$348,260.00. Seelig**

**RES. NO. 82**

**I**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$29,500.00. Seelig**

**RES. NO. 83**

**J**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH HIGHLANDER CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$2,351,983.55. Schmidt**

**RES. NO. 84**

**K**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$702,268.00. Schmidt**

**RES. NO. 85**

**L**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES WITH REGARD TO THE CHILD ADVOCACY CENTER (REIMBURSEMENT UP TO \$91,015.20 TO CITY OF ROME). Beach**

**RES. NO. 86**

**M**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**RES. NO. 87**

**N**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BOND SCHOENECK AND KING FOR LEGAL REPRESENTATION FOR A TOTAL OF \$7,500.00. Feeney**

**RES. NO. 88**

**O**

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH PATRICIA ELECTRIC, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 125 ADOPTED JUNE 13, 2013, FOR THE WATER FILTRATION UPGRADE PROJECT (DECREASE OF \$2,767.46). 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**

**RES. NO. 49**

**G**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**8. ADJOURNMENT**

RESOLUTION NO. 74

AUTHORIZATION TO AMEND APPROVED PURCHASE  
ORDER AND VOUCHER SIGNERS LIST

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

WHEREAS, pursuant to Resolution 31, adopted by the Board of Estimate and Contract on February 11, 2016, an Approved Purchase Order and Voucher Signers List was established; and

WHEREAS, City Treasurer, David C. Nolan has requested said list be amended so as to reflect the addition of Greg Shaver and James Korpela; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the attached list of “Authorized Signers of Purchase Orders and Vouchers”, which is made part of this Resolution so as to reflect the addition of Greg Shaver and James Korpela.

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

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

ADOPTED:

DEFEATED:

**Authorized Signers of Purchase Orders and Vouchers \*\***

**City of Rome**

DEPARTMENT	Name	Name	Name	Name
Administrative Services	Larry Daniello			
Animal Control	Jeanne Waite			
Assessor	Joe Surace	John Ross		
Central Maint	Fred Schmidt	Anthony Spina		
City Clerk	Louise Glasso			
Civil Service	Larry Daniello			
Codes	Mark Domenico	Gregory Shaver	Jean Grande	
Comm & Econ Development	Larry Daniello	Ed Seelig		
Common Council	Louise Glasso			
Corp Counsel	Gerard Feeney	Angela Twomey		
Electrical	Fred Schmidt	Jim Calandra		
Engineering	Fred Schmidt	Joe Guiliano		
Fire	Ron Brement	James Kirk		
Info Tech	Larry Daniello			
Insurance	Larry Daniello			
Marketing	Jacqueline M. Izzo	Larry Daniello		
Mayor	Jacqueline M. Izzo	Larry Daniello		
Municipal Bldg	Fred Schmidt	Larry Daniello	Joe Guiliano	
Parking Authority	Fred Schmidt	Larry Daniello	Joe Guiliano	
Parks & Recreation	James Korpela	Ryan Hickey	Larry Daniello	
Police	Kevin Beach	Kevin Simons	Ed Stevens	
Public Safety	Frank Retrosi	Larry Daniello		
Public Works	Fred Schmidt	Joe Guiliano	Thomas Jones	
Records	Louise Glasso			
Shade Trees	Fred Schmidt	Joe Guiliano	Thomas Jones	
Sign Shop	Fred Schmidt	Pete Kieffer		
Street Maint & Snow Removal	Fred Schmidt	Joe Guiliano	Thomas Jones	
Treasurer	Dave Nolan	Pasquale Lisandrelli	Denice Golden	
Water Filtration	Fred Schmidt	Greg Keller	Rob Samuels	
Water Pollution	Fred Schmidt	Dave Marino	Rick Kenealy	
Water Shop	Fred Schmidt	Tony Nash		
Service Fee Paymt Fund	Fred Schmidt			

**\*\*If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.**

RESOLUTION NO. 75

AUTHORIZING THE CREATION OF THE POSITION OF PART-TIME CLERK IN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME

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

WHEREAS, it is the recommendation of David A. Nolan, Treasurer for the City of Rome, that the position of part-time Clerk be created within the Department of Community and Economic Development, effective April 4, 2016; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the position of part-time Clerk be and is hereby created within the Department of Community and Economic Development, effective April 4, 2016; and

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

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

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 76

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 7088 BRENNON AVENUE FOR \$651.00

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

WHEREAS, Rome City Charter Section 33(3) 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, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and; WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 7088 Brennon Avenue to the buyer listed in Exhibit A, 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 7088 Brennon Avenue to Terry Boshart for the monetary consideration of \$651.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any 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:

EXHIBIT "A"

TAX MAP NO. 243.072-0001-012

PROPERTY ADDRESS: 7088 Brennon Avenue

CONSIDERATION: \$651.00

BUYER: Terry Boshart

RESOLUTION NO. 77

AUTHORIZING THE DELETION OF ONE POSITION OF SENIOR ASSISTANT BUILDING INSPECTOR AND THE CREATION OF ONE POSITION OF ASSISTANT BUILDING INSPECTOR WITHIN THE OFFICE OF CODE ENFORCEMENT

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

WHEREAS, it is the recommendation of Mark Domenico, Chief Code Enforcement Officer of the Department of Code Enforcement, that one (1) position of Senior Assistant Building Inspector be deleted and the creation of one (1) position of Assistant Building Inspector occur within the Office of Code Enforcement, effective April 4, 2016; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Senior Assistant Building Inspector be deleted and the creation of one (1) position of Assistant Building Inspector occur within the Office of Code Enforcement, effective and retroactive to April 4, 2016; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2016 budget to reflect same.

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

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

ADOPTED: DEFEATED:

RESOLUTION NO. 78

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PHZ ARCHITECTS FOR AN AMOUNT NOT TO EXCEED \$21,250.00

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

WHEREAS, Edward R. Seelig, Deputy Director for the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of PHZ Architects, relating to the Rod Mill and Navigation Center project in an amount not to exceed to \$21,250.00; 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 PHZ Architects, for professional engineering services relating to the Rod Mill and Navigation Center project, at a total cost not to exceed \$21,250.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED: DEFEATED:



March 21, 2016

Dear Mr. Dorsino:

Please find below my *revised* proposal for professional design services to redesign Phase 2 of the Navigation Center in Rome, NY. PHZ Architects has included in this proposal mechanical/electrical/plumbing design by ASM Engineering, structural design by IE Solutions, and minor site design by Appel Osborne Landscape Architecture. Our proposal includes the following scope of work:

**Design Development:**

- Develop new floor plan to show reduced building area, based on sketch provided, including required ADA information
- Develop new exterior elevations to match new plan, with reduced areas of stone
- Develop building section & wall section, including structural framing and wall construction
- Develop interior elevations of rest rooms & shower rooms, including required ADA information
- Develop finish schedule, door schedule, and window schedule
- Develop ventilation/exhaust system as needed – seasonal building will not be heated/ cooled
- Develop lighting & power drawings and size service requirements
- Develop plumbing drawings and size service requirements
- Develop Order of Magnitude Construction Cost Estimate for architectural, structural, and M/E/P scope of work
- DD Drawings and Cost Estimate will be submitted to the City of Rome electronically in PDF format for review and approval

**Construction Documents:**

- Based on the DD Cost Estimate, make recommendations for changes and/or bid alternates that will better align the scope of work with the project budget, if needed
- Finalize plans, elevations, and sections as needed for bidding and construction
- Develop construction details, including concrete slab foundations, wall/beam connections, window and door details, and MEP details.
- Incorporate notes on architectural drawings to describe scope of work for site utilities and storm water management
- Produce written specifications for architectural, structural, M/E/P, and site scope of work, as well as front end specifications, based on previously developed specifications
- Provide (10) ten printed copies of the construction/bid documents



**Bidding:**

- Attend (1) Pre-Bid meeting, answer bidders' questions, and prepare addenda as needed.

**Construction Administration:**

- Review construction submittals and shop drawings, submitted electronically, for conformance to the construction documents.
- Attend monthly construction meetings with written meeting minutes. Assume max (6)
- Review contractor's payment requisitions
- Provide written punch list for contractor completion

**Assumptions:**

- The Construction Budget for the project is approximately \$350,000 - \$400,000
- There are no hazardous materials present on site, therefore Environmental Engineering and Abatement Design has not been included in this proposal.

**Exclusions:**

- This fee proposal does not include multiple revisions in order to get the project within budget. The initial scope of work will represent the scope of work outlined by the City of Rome, as depicted in the provided floor plan and associated notes. If the project estimate does not fit within the established budget, PHZ its consultants will provide recommendations and incorporate modifications into the documents, as needed. If a major re-design is necessary, additional fee may be required.
- Site Lighting (lighting will be shown inside / on the pavilion only)
- Environmental Assessment and Impact Statements (SEQRA)
- SPDES and SWPPP - Based upon our understanding of the scope of work, we anticipate the project scope will not have over 1 acre of site disturbance and shall therefore not require a NYDEC SPDES II Permit for Storm Discharge due to construction activities.
- Environmental Engineering and Hazardous Material Abatement Design

**Schedule:**

- The scope of work outlined above can be performed within a timeframe of 6-8 weeks (approximately 4 weeks for each phase), from the time that PHZ Architects is authorized to proceed, and assuming timely decisions will be made by the City of Rome.



**Fee and Payment Schedule:**

- Total Fee Proposal for the above services is a lump sum of **\$20,000**
- Additional fee to provide backflow preventer design & calculations, if needed, is **\$1,250**
- Invoices will be submitted by PHZ Architects monthly, or at the completion of each project phase, based on the schedule below:

**Percentage of Lump Sum Fee by Phase**

○ Design Development	30%
○ Construction Documents	40%
○ Bidding	5%
○ Construction Administration	25%

- Payments are due within 30 days from date of invoice
- Printing beyond the (10) full-size drawing sets included in the lump sum fee will be billed as a reimbursable expense, at cost plus 15% administration fee
- Payment for additional services beyond those outlined above will be billed at an hourly rate or at an agreed upon lump sum

Thank you for the opportunity to prepare the above information for your review. Please do not hesitate to contact me if you have any questions. I look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Heidi Stemkoski', with a long horizontal flourish extending to the right.

Heidi Stemkoski, RA  
PHZ Architects, PLLC

If this proposal is acceptable, please sign and return a copy to PHZ Architects

Authorized Signature: \_\_\_\_\_  
*City of Rome, NY*

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

RESOLUTION NO. 79

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MARCH ASSOCIATES ARCHITECTS AND PLANNERS, P.C. FOR AN AMOUNT NOT TO EXCEED \$62,500.00

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

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of March Associates Architects and Planners, PC, for professional design and consultation services relative to the window wall replacement (\$38,500.00) and the Facade Restoration (\$24,000.00), for a total amount not to exceed to \$62,500.00; 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 March Associates Architects and Planners, P.C., for professional design and consultation services relative to the window wall replacement (\$38,500.00) and the Facade Restoration (\$24,000.00) for a total amount not to exceed to \$62,500.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED: DEFEATED:

February 29, 2016



Mr. Fred Schmidt  
Commissioner of Public Works  
City of Rome  
198 N. Washington Street  
Rome, NY 13440

258 Genesee Street, Suite 300  
Utica, New York 13502  
Phone 315.733.3344  
Fax 315.733.3331  
Web [marchassoc.com](http://marchassoc.com)

Re: Rome City Hall  
Curtain Wall / Façade Improvements  
MARCH No. 1620

Dear Fred:

In accordance with your request, MARCH Associates is pleased to submit this proposal for professional services. Outlined below is our understanding of the projects and proposed scope of services.

**Project Scope:**

**Project No. 1 – Window Wall Replacement**

This project would replace the existing curtain wall and eliminate the sloped glazing above the lobby stair. At this time we envision removal of the curtain wall, installation of a new glazing system and design of a new roof structure. The new roof will slope back on to the existing roof. Please note the existing structural tubes are showing significant signs of deterioration at their bases. The tubes will require remedial work and after determining the final design solution, possible replacement / elimination of the tubes may be required. If the tubes remain, a sloped ceiling above the stair would be developed, including the necessary HVAC diffusers and lighting.

We would begin this project by developing options for review and approval by the City. Upon approval of the design solution, we would prepare the necessary bidding / contract documents.

**Project No. 2 – Façade Restoration**

This project would primarily be a masonry restoration project. At this time, the work is thought to include the following:

- Masonry pointing.
- Brick replacement.
- Reset and flash precast coping stones as required.
- Deck / traffic coating on concrete stairs, landings and adjacent concrete roof.
- Sealant replacement.

**Design Team:**

MARCH Associates will be assisted by the following subconsultants to provide services on these projects:

- Interactive Engineering Solutions (IES) - Structural Engineers
- Sack & Associates - Mechanical/Electrical Engineers
- Barton & Loguidice - Hazardous Material
- As part of the façade project we may want to perform some exploratory work to confirm existing conditions. We would utilize Lupini Construction and invoice their effort as a reimbursable expense with no mark-up.

**Required Information:**

The City of Rome will furnish MARCH Associates the existing drawings and we will have them scanned and provide electronic files of the existing drawings.

**Proposed Fee:**

We propose to perform the projects on a lump sum basis. Our requested fee for the window wall replacement is \$38,500. The lump sum fee for the façade restoration project is \$24,000.

Services would be provided in accordance with AIA Document B141, Standard Form of Agreement Between Owner and Architect.

Asbestos testing lab tests and project air monitoring (if required) will be invoiced as an expense with no mark-up. At this time, we envision handling these as two separate projects, based on the nature of the work. Invoices will be submitted monthly and are payable within thirty (30) days.

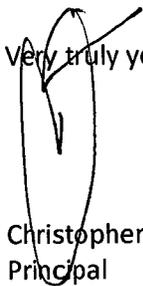
**Schedule:**

The design team is prepared to begin work upon your authorization and anticipates approximately 8 to 10 weeks to complete the documents for both projects.

You may indicate acceptance of this proposal by signing below and returning a copy to our office. That will serve as our notice to proceed, and we will then prepare the AIA form of Agreement.

Thank you for this opportunity. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Christopher J. Crolius, AIA  
Principal

Accepted by: \_\_\_\_\_

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

cc: Doug Cahill, Paul Sack, John Rigge, MARCH file

CJC/bjd

RESOLUTION NO. 80

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MARCH ASSOCIATES ARCHITECTS AND PLANNERS, P.C. FOR AN AMOUNT NOT TO EXCEED \$18,000.00

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

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of March Associates Architects and Planners, PC, to perform a study to determine necessary upgrades to the bridge/walkway from City Hall to the Liberty James Parking Garage for a total amount not to exceed to \$18,000.00; 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 March Associates Architects and Planners, P.C., to perform a study to determine necessary upgrades to the bridge/walkway from City Hall to the Liberty James Parking Garage, for a total amount not to exceed to \$18,000.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED: DEFEATED:

March 16, 2016



Mr. Fred Schmidt  
Commissioner of Public Works  
City of Rome  
198 N. Washington Street  
Rome, NY 13440

258 Genesee Street, Suite 300  
Utica, New York 13502  
Phone 315.733.3344  
Fax 315.733.3331  
Web [marchassoc.com](http://marchassoc.com)

Re: Rome City Hall  
Pedestrian Bridge Study  
MARCH No. 1635

Dear Fred:

In accordance with your request, MARCH Associates is pleased to submit this proposal to perform a study to determine the necessary upgrades to the bridge / walkway. We will also estimate the cost to replace the bridge with new construction.

**Study Scope:**

The study will include the following tasks:

- Review existing construction documents.
- Perform field work and investigate existing conditions.
- Perform a preliminary code review.
- Document existing conditions.
- Outline proposed work to address necessary repairs and upgrades.
- Prepare preliminary cost estimates for the recommended work.
- Study a new bridge concept and prepare conceptual drawings and preliminary cost estimates for a proposed solution.
- Assemble findings and recommendations into a report.

**Design Team:**

MARCH Associates will utilize the same subconsultants proposed for the work at City Hall. They are as follows:

- Interactive Engineering Solutions (IES) - Structural Engineers
- Sack & Associates - Mechanical/Electrical Engineers
- Barton & Loguidice - Hazardous Material

**Required Information:**

The City of Rome will furnish MARCH Associates the existing drawings.

**Proposed Fee:**

We propose to perform the work on a lump sum basis. Our requested fee is \$18,000. If the City prefers, we will work on an hourly basis with a not-to-exceed fee of \$18,000, based on our Standard Billing Rates (copy attached).

Services would be provided in accordance with AIA Document B141, Standard Form of Agreement Between Owner and Architect.

Asbestos testing lab tests (if required) will be invoiced as an expense with no mark-up. Invoices will be submitted monthly and are payable within thirty (30) days.

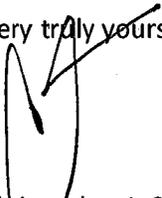
**Schedule:**

The design team is prepared to begin work upon your authorization and anticipates approximately four (4) weeks to complete the study. We would like to perform the field work in conjunction with the field work associated with the other projects.

You may indicate acceptance of this proposal by signing below and returning a copy to our office. That will serve as our notice to proceed, and we will then prepare the AIA form of Agreement.

Thank you for this opportunity. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Christopher J. Crolius, AIA  
Principal

attach.

Accepted by: \_\_\_\_\_

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

cc: Doug Cahill, Paul Sack, John Rigge, MARCH file

CJC/bjd

## STANDARD HOURLY RATE SCHEDULE – 2016

### MARCH ASSOCIATES

Principal .....	\$185.00
Consulting Architect .....	\$125.00
Architect .....	\$100.00
Senior Designer .....	\$95.00
Designer I .....	\$80.00
Designer II .....	\$75.00
Clerical .....	\$60.00

### INTERACTIVE ENGINEERING SOLUTIONS

Principal / Sr. Professional Engineer .....	\$110.00
Staff Professional Engineer .....	\$70.00
Senior Designer / CAD Operator .....	\$68.00
Intern Engineer / CAD Operator .....	\$61.00
Junior Designer / CAD Operator .....	\$40.00
Administrative Support Staff .....	\$40.00

### SACK & ASSOCIATES

Principal .....	\$190.00
Associate .....	\$165.00
Engineer 6 .....	\$159.00
Engineer 5 .....	\$155.00
Designer 6 .....	\$153.00
Engineer 4 .....	\$129.00
Designer 5 .....	\$126.00
Engineer 3 .....	\$109.00
Designer 4 .....	\$107.00
Engineer 2 .....	\$90.00
Designer 3 .....	\$88.00
Engineer 1 .....	\$79.00
Designer 2 .....	\$77.00
Drafter .....	\$61.00
Admin. Support 3 .....	\$88.00
Admin. Support 2 .....	\$82.00
Admin. Support 1 .....	\$63.00

### BARTON & LOGUIDICE

Senior Vice President .....	\$205.00
Vice President .....	\$195.00
Managing Industrial Hygienist .....	\$125.00
Project Industrial Hygienist .....	\$88.00
Industrial Hygienist III .....	\$78.00
Industrial Hygienist II .....	\$68.00
Industrial Hygienist I .....	\$60.00
Project Monitor / Air Sampling Tech .....	\$55.00
Sr. CADD Designer .....	\$72.00
CADD Designer .....	\$65.00
Engineering Aide .....	\$70.00
Group Technical Assistant.....	\$50.00

RESOLUTION NO. 81

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BERGMANN ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$348,260.00

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

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of Bergmann Associates, for professional planning services relating to the Erie Boulevard BOA Step II Nomination Study, for a total amount not to exceed to \$348,260.00; 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 Bergmann Associates, for professional planning services relating to the Erie Boulevard BOA Step II Nomination Study, for a total amount not to exceed to \$348,260.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED: DEFEATED:



# Erie Boulevard Corridor | Step 2 BOA

Proposal for the City of Rome, New York

October 21, 2015

**Bergmann**  
associates  
architects // engineers // planners

In association with:  
**camoin**  
a s.s.o.c.i.a.l.e.s  
ECONOMIC DEVELOPMENT

**camiros**



**WALKER**  
PARKING CONSULTANTS

**allieWAY**  
MARKETING, INC.

**RAW ENGINEERING**  
& LAND SURVEYING, P.C.

**Jaeckle**

**FLEISCHMANN**  
& MUGEL, LLP  
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**Kimberly M. Baptiste, AICP**

*Business Segment Manager, Planning + Design*  
585.232-5137 ext.323

**Dear Selection Committee:**

Thank you for the opportunity to submit our proposal for the City of Rome Erie Boulevard Corridor Step 2 BOA.

**Why is our team the right fit for this project?**

**We know Rome.** Our team has been working with the City of Rome for over a decade and knows the study area well due to our on-going work in the Downtown Rome BOA (Bergmann Associates) and the Comprehensive Plan and Zoning Update (Camiros). I have personally worked with the City since 2007 and I strongly value our long-term working relationship.

**We are BOA experts.** Our resume of BOA work is unmatched. In addition to our solid planning and engineering competencies, we specialize in the Brownfield Opportunity Area program, with involvement on six Step 1 projects, fifteen Step 2 projects and three Step 3 projects across New York. We have developed a broad network of critical partnerships and offer long-standing relationships with each of the specialty sub-consultants identified below:

- Camiros is a nationally acclaimed planning and urban design firm that is currently leading Rome's Comprehensive Plan and Zoning update. Camiros will complement the Bergmann team in identifying key revitalization considerations, redevelopment planning for strategic sites and land use related issues, such as buffers and compatible uses.
  - Camoin Associates is a recognized leader in market analysis, neighborhood revitalization, target industries analysis, workforce development and financial feasibility. Bergmann and Camoin have partnered on over a dozen BOA projects, including the Downtown Rome BOA.
  - Walker Parking Consultants is the largest parking consultant and design firm in the world, with over 12,000 completed projects. They will spearhead a parking demand analysis and a condition appraisal for existing parking structures, including an evaluation of retrofitting.
  - AllieWay Marketing is a NYS certified WBE located in the City of Buffalo. AllieWay will lead branding and marketing efforts. Her recent work for the City of North Tonawanda BOA (momeNTum) has been highly regarded by the City, local stakeholders and the NYS Department of State. MPW Marketing, the firm currently working with the City with web development, will provide additional website and media support.
  - Jaeckle Fleischmann & Mugel (JFM) is a multi-service law firm with specialties in land use and brownfield law.
  - Ravi Engineering, a certified MBE, will support infrastructure and transportation engineering efforts identified through the BOA planning process.
- We understand what makes Rome unique and we have assembled a team with the right mix of local experience and national expertise to help the City meet its goals for this plan. We are excited about the opportunity to be involved in a planning process that will direct and guide how the City engages, transforms and evolves in the years to come. , in a manner that builds on the work being completed in adjacent neighborhoods. Thank you again for the opportunity to submit our proposal. Please do not hesitate to contact me with any additional questions.

**Best Regards,**

# what's inside

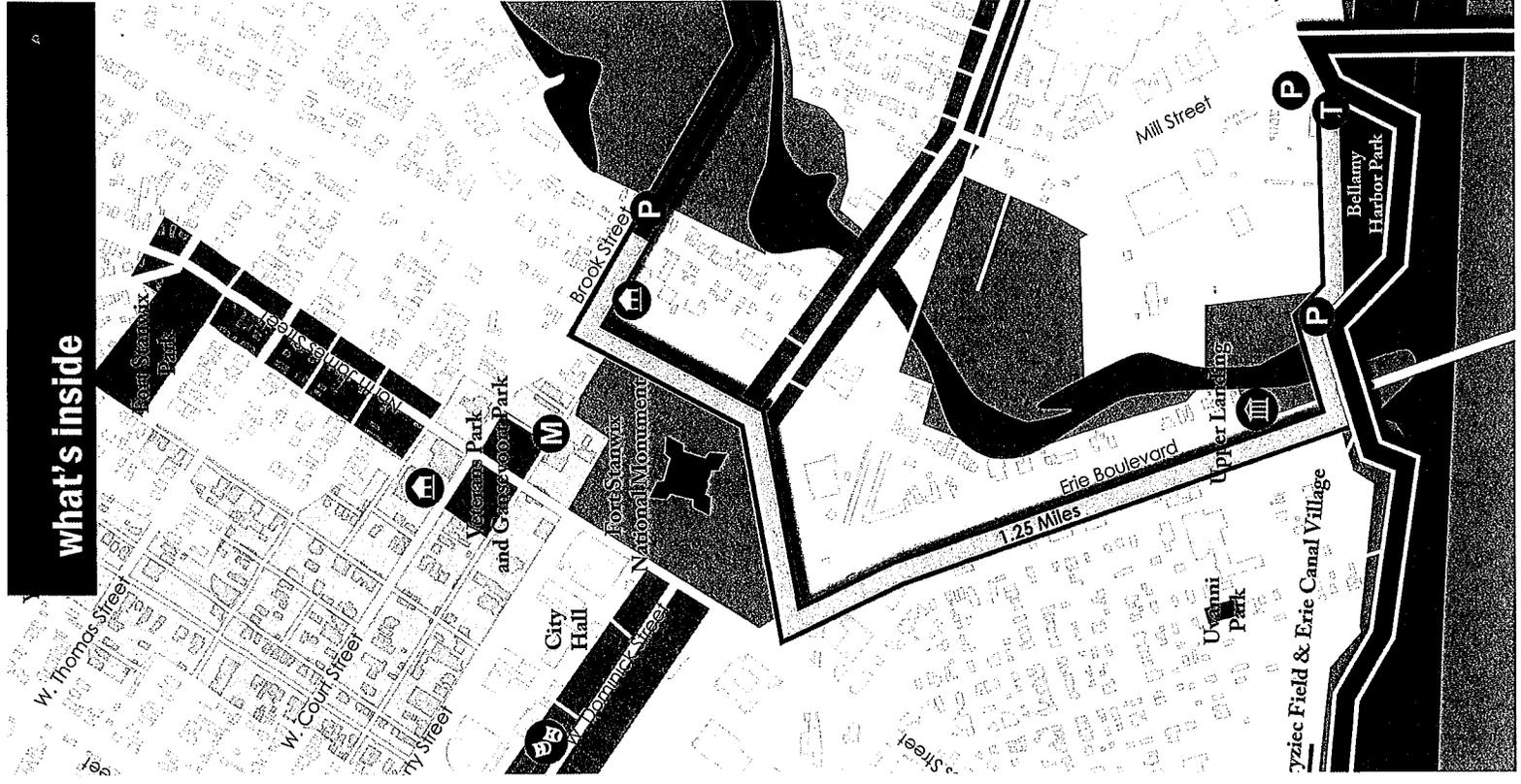
This proposal package provides an overview of our project team, our Scope of Work and representative examples of our capabilities, skills and commitment to our clients' success.

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Mohawk Trail Wayfinding Sign  
This wayfinding sign was produced through  
the Downtown Rome BOA project.

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# team introduction mission

To provide the City of Rome with the best overall team of firms for this Step 2 BOA project, our project team includes the following experts:

## Bergmann Associates

Bergmann Associates represents over three decades of culture built on the work of our dedicated, client-focused experts. We are a full-service, multi-disciplinary design firm employing some of the most talented practitioners in the industry. Bergmann is very proud of our extensive experience and rich portfolio of work that features everything from restoration of historic landmarks, to comprehensive bridge and highway design, to waterfront master planning.

Our approach to brownfield planning and redevelopment stems from our understanding that brownfields impact not only individual sites, but often influence surrounding properties and neighborhoods. Bergmann assists communities with strategic planning for redevelopment opportunities that are well-rounded, thoughtful and realistic approaches. We focus on meeting the unique goals of individual communities while providing the information required to ensure successful implementation once the planning process is complete.

## Camoin Associates

Camoin Associates differentiates itself by completing projects that are measured solely by tangible metrics, namely job creation and capital investment. The projects we complete seek to stimulate investment as the means to achieve our clients' economic development goals through strategy development, public policy evaluation and project implementation. Our service mix has been designed so that we can offer start-to-finish economic development solutions for communities that do not have this capacity full-time. Our service areas include:

- Economic Development Strategic Planning
- Workforce Development Planning & Analysis
- Economic & Fiscal Impact Analysis
- Market & Feasibility Analysis
- Program & Service Evaluation
- Technology & Energy-led Economic Development
- Neighborhood Revitalization

Bergmann and Camoin have worked together for more than 15 years on planning projects across New York State, including 12 BOAs.

## Camiros, LTD

Camiros formulates community and development plans to help build great communities. We provide a full range of services in the areas of city planning, zoning, economic development, urban design and landscape architecture to achieve that purpose. The firm, founded in 1976, is based in Chicago, IL. It serves public and private clients to help them transform communities to provide their citizens a high quality of life. With a mission to create more livable communities, the firm has provided planning services to over 250 communities and over 200 business.

The principals of Camiros, Ltd. have broad experience in a range of urban planning, real estate development, and landscape design projects. Among the firm's associates are specialists in site planning and urban design, economic analysis, zoning, comprehensive planning, public participation, environmental assessment, and redevelopment.

### Walker Parking Consultants

Walker Parking Consultants is the global leader in providing parking consulting and parking design services. Founded in 1965, we pioneered the field of parking consulting. Today the firm has over 250 employees delivering a wide range of parking planning, design, engineering, and restoration services. The firm is based in the U.S. with 14 domestic offices and 2 in the United Arab Emirates, is ranked #263 in Engineering News Record's Top 500 Design Firms and #13 in Building Design + Construction's Giants 300 Engineering/Architecture Firms.

We serve a broad spectrum of markets including healthcare, education, government, aviation, residential, retail and commercial development, entertainment, hospitality and athletic venues. This diversity allows our staff the luxury of collaborating with a large cross section of client types and developing best practices for their specific parking issues, helping them unlock the potential of their projects.

### Jaeckle Fleischmann & Mugel, LLP

Given our extensive expertise and experience in the areas of brownfield development, municipal law, innovative zoning and complex economic and land development projects, JFM will be in a position to proactively and cost-effectively assist the project team in developing an implementation strategy that will remain true to the City's vision for the Buffalo Avenue BOA.

As a leading law firm in land use and brownfield development, our attorneys regularly work with stakeholders whose participation and engagement is to developing a successful implementation strategy including the New York State Department of Environmental Conservation, the New York State Office of State, Empire State Development Corporation, the New York State Office of Parks, Recreation and Historic Preservation. Our experience with these agencies will allow us to work efficiently and cost-effectively to ensure a high level of coordination and to minimize bureaucratic delays wherever possible.

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### Alliway Marketing

Alliway Marketing—a WBE-certified consultant firm—develops strategic, innovative and customized proposals, presentations and collateral pieces that stand out in highly competitive environments. With nearly 20 years of proven experience in the field of architecture, engineering and construction (A/E/C), Alliway brings a wealth of expertise in raising companies to a new level of success.

Alliway Marketing can get your new brand off to a running start or help renovate your existing brand with bold new ideas. We collaborate with you to define your target markets and develop a tactical marketing plan that reaches your audiences in a memorable way. We walk you through the branding experience, providing networking expertise and market intelligence to enhance your brand at every turn. Our innovative, creative team will develop marketing collateral that reflects positively on your business and communicates your message clearly and with style.

### Ravi Engineering & Land Surveying, PC

Established in 1995, Ravi Engineering & Land Surveying, P.C. (RE&LS) is a certified MBE/DBE firm that specializes in providing structural, environmental and geotechnical engineering, in addition to construction inspection and land surveying services. Our staff is committed to providing technically sound solutions for state, municipal and private organizations.

RE&LS has a staff of 14 survey personnel who can determine location and mapping of existing infrastructure serving the site and area, including potable water, waste water, storm drainage, electricity, natural gas, telecommunications, roadways, sidewalks, bikeways, and transit systems. Our civil transportation department personnel have experience in conducting feasibility analysis for infrastructure improvements on projects in the City of Rochester including the Lyell Broad Industrial Park; Cumberland Street Industrial Park; Rochester Science Park and the Holleder Stadium Site Redevelopment.

# project **Understanding**

**The Erie Boulevard Corridor BOA is uniquely situated within the City of Rome, encompassing a major transportation corridor, Canal front lands, residential development and the City's growing arts and cultural district.**

The Erie Boulevard Corridor BOA is uniquely situated within the City of Rome, encompassing a major transportation corridor, Canal front lands, residential development and the City's growing arts and cultural district. The study area has changed dramatically over the last 50 years. Once a thriving industrial hub and job center, the City has seen many industries move away, leaving dormant and underutilized parcels in its wake. Building on opportunities, and mitigating challenges, the BOA planning process will allow the community to take advantage of the study area's assets, extending from the Erie Canal to established residential neighborhoods and industrial nodes. Our work will evaluate and build upon the vision and recommendations identified in the Step 1 process to develop realistic redevelopment scenarios for key sites and target areas. Our team is uniquely positioned to assist the City in this process, as this study is truly a continuation of the on-going Downtown Rome Step 2/3 BOA project.

We know how important this project is to the City, and more importantly, we know the City. We will continue to work hand-in-hand to identify strategies and projects that leverage all of the existing assets and opportunities from Muck Road to Erie Boulevard to West Dominick Street. Our team will work with an understanding of planning and visioning taking place in the adjacent Downtown Rome BOA and will build on the successes. Neither study area can reach its full potential without understanding and leveraging the activities occurring in the other. We will ensure the industrial legacy of the City is preserved as we work to attract new, modern industries to priority sites, such as Rome Cable.

- Our team members, including Bergmann Associates and Camoin Associates, have been actively engaged in planning efforts for the Downtown Rome BOA since 2007. We have supplemented that work with grant assistance to advance specific projects within the study area outside of BOA funded efforts, including successful GIGP grants and CFA funding assistance.
- Camiros is currently leading the City with its Comprehensive Plan and Zoning Update, resulting in a solid understanding of land use patterns and development objectives for not only this neighborhood, but the entire City.
- Bergmann Associates' relationship with Rome dates back to 2001, when we completed a variety of services related to the renovation and upgrades to the train station in the Erie Boulevard Corridor BOA. We have also worked with the Rome Industrial Development Corporation.
- Walker Parking is a national expert in downtown parking analyses and parking structures'. They will assist the design team in understanding the future parking needs based on anticipated end uses.
- AllieWay Marketing understands the importance of branding for residents (to build pride and ownership), small business owners, municipal officials, and potential businesses and developers. The multiple audiences and opportunities in the Erie Boulevard Corridor will be carefully vetted to ensure they resonate with all end users needed to make the revitalization of this study area a success. We will build on related branding efforts both at the Citywide level (Building Rome) and in the adjacent Downtown Rome BOA.

## project **scope** approach

The following narrative describes our proposed approach for meeting the requirements of the BOA Work Plan and the specific objectives of the City of Rome through the Step 2 planning process. We will focus our efforts on value-added initiatives that advance the City's goals and objectives for the study area.

### Component 1: Project Kick-Off

#### Project Scoping Meeting

The Bergmann Associates team will attend and facilitate a Project Scoping meeting with the City of Rome and the New York State Department of State. At this meeting our team will review the scope of the project, major deliverables and milestones, the project schedule and proposed community engagement techniques. We will ensure that the overall project objectives are consistent and understood by all of the involved parties prior to commencing work.

#### Review Existing Documentation

Our team recognizes that there has been in-going work and investment occurring within the study area. Our existing team members have previously and/or are currently working within the City on various projects directly related and connected to the Erie Boulevard BOA. We will use this institutional knowledge to create a strong framework for project development. Our existing knowledge base will also provide efficiencies, allowing our team to focus on value-added elements of the project, as opposed to gathering baseline information.

### Component 2: Capacity Building & Training

The Bergmann team will support the City, as needed, in capacity building and training opportunities. Bergmann Associates will participate in meetings at the request of the City and can prepare materials and participate in presentations as determined over the course of the planning process.

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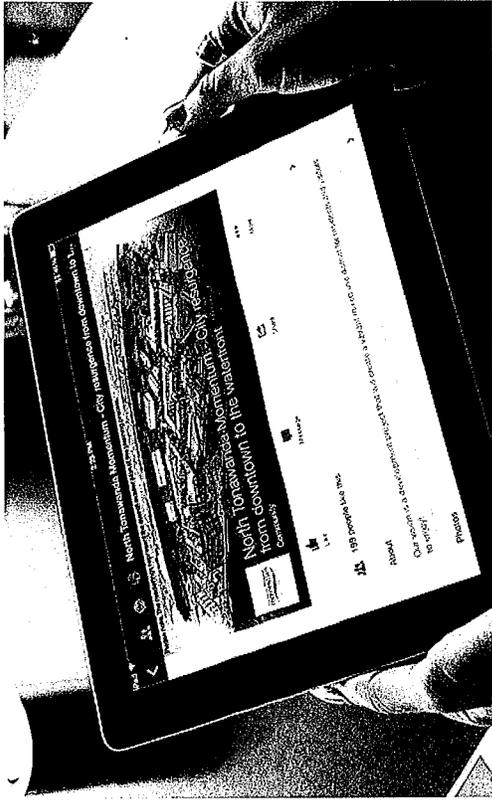


### Component 3: Community Participation

Our team will work closely with the City and the project steering committee to develop a community engagement strategy that will build on past efforts and motivate the community to become involved and invested in the redevelopment process. We will also engage the City early in the process to identify the best approaches for community engagement. These activities will be outlined and documented in a project-specific Community Participation Plan.

Community engagement activities may include, but are not limited to:

- Regularly scheduled Steering Committee meetings at key intervals in the planning process. We recommend regularly scheduled meetings to ensure consistent dialogue and discussion, review interim deliverables and obtain feedback on progress.
- Building on outreach completed during the Step 1 process, we will facilitate focus group meetings and individual stakeholder interviews with community members and groups that have a vested interest in the redevelopment of the Erie Boulevard Corridor BOA. This will include, but not be limited to residents, state and federal agencies, local officials, property owners and business owners.
- We will provide project content to be included on the City's "Building Rome" webpage. We believe websites serve as an information portal for interested residents and stakeholders and offer a means for the public to provide comments and ideas throughout the planning process. We will develop interactive options within the website, allowing community members to respond to targeted questions and provide general feedback at various phases of the planning process. This may include interactive mapping features, feedback forms and other interactive content. We will also assist the City in harnessing the engagement potential of Twitter, Facebook and other social media tools, which are effective in reaching a broader audience than can typically be reached through traditional planning meetings.
- Public Workshops / Events that take place over the course of the planning process to allow community members and stakeholders to have the opportunity to be fully engaged in the redevelopment process at all



phases from visioning to attracting investment to the site. The format of these events may include World Café meetings, Open Houses, online surveys and/or Educational Series. We can incorporate innovative techniques and technology – such as tactical urbanism, 3D modeling and study area tours - to excite and engage community members. There will also be opportunities to explore and integrate community engagement and education in an interactive and experiential way that builds on positive improvements being made locally – such as a community garden effort and involvement in community art projects.

- Presentations to City Council will occur as needed over the course of the planning process. These presentations may include quick, interim updates on key findings and progress, as well as a final presentation unveiling the recommendations and completed document.

## Component 4: Draft Revitalization Plan

### Boundary Description & Justification

A preliminary project boundary has been previously defined as a result of planning efforts undertaken through the Step 1 BOA process. Bergmann Associates will work with the City and Steering Committee to refine the study area at the onset of the Step 2 process to ensure all related areas are incorporated. For example, the City may consider extending the boundary to encompass Liberty Street to the north, due to its relationship to activities occurring on West Dominick Street.

### Vision and Goals Development

Visioning is arguably one of the most important aspects of any planning process. We recognize that the community and key stakeholders have already put a considerable amount of thought and energy into thinking about the future of study area during the Step 1 BOA process. Our team will help the community to refine an overarching vision statement for the study area that considers past input and coalesces the community's ideas and aspirations into a concise, appealing and marketable statement for the future. The Vision and Goals developed for the BOA will be based on our review of past planning reports, as well as meetings with the steering committee, stakeholders and public. We recognize and will interweave the priorities established in the Step 1 BOA phase, including:

- Increasing recreational opportunities;
- Improving aesthetics of key corridors;
- Leverage cultural amenities;
- Strengthen housing values and diversity;
- Support existing businesses; and
- Attract new businesses and jobs.

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More than \$41M in public and private investment has been made in the North Tonawanda BOA since completion of Step 2 (i.e., 77:1 ROI).

**6** Step 1  
NYSBOA  
Projects

**15** Step 2  
NYSBOA  
Projects

**3** Step 3  
NYSBOA  
Projects

Our team has completed more than 20 BOA projects across New York State.

## Analysis of the Erie Boulevard BOA

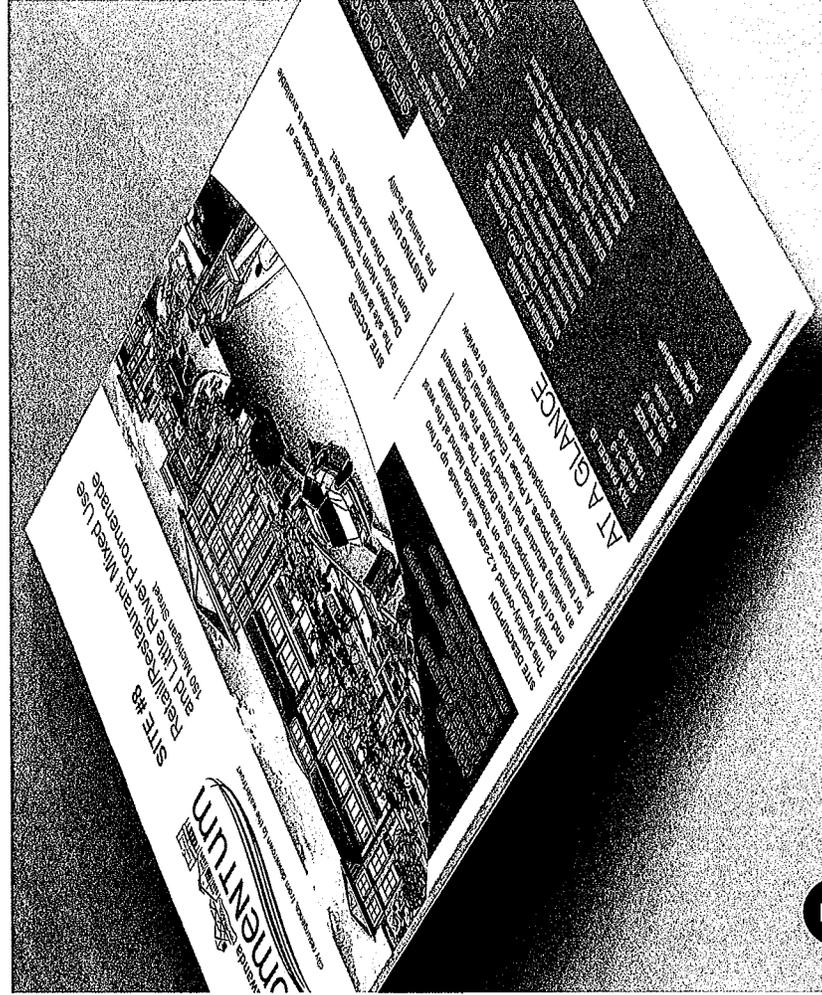
As a result of our extensive BOA experience, our team members fully understand the requirements of the Inventory and Analysis task as outlined in the DOS Work Plan. We will complete the Inventory and Analysis task in accordance with the Erie Boulevard Corridor NYS DOS Step 2 Work Plan. The critical element of the Inventory and Analysis is understanding the opportunities and constraints associated with redevelopment, as they relate to physical and market conditions on, around, and in the vicinity of the study area. We will identify a comprehensive list of key findings that summarize the most relevant elements of the Inventory and Analysis as it relates to study area and site-specific redevelopment. This task, coupled with market findings, will guide the identification of strategic sites and redevelopment alternatives.

## Targeted Studies for the Eric Boulevard Corridor

In addition to the minimum requirements of the DOS Work Plan, we recognize through the Step 1 plan and community engagement process, that additional analyses are warranted to help the City achieve the overarching goals and objectives for the Erie Boulevard Corridor. The Bergmann team will complete the following value-add tasks, above and beyond the traditional Work Plan requirements, to help the City and landowners in achieving their goals.

**Parking Demand Analysis |** Walker Parking will conduct inventory and occupancy counts on one weekday and one Saturday, during a Capitol Theater event if possible. Weekday counts will be performed at 10 a.m., 1 p.m. and 7 p.m. (or as needed to account for the Capitol Theater) and at 1 p.m. and 7 p.m. on Saturday (or as needed to account for the Capitol Theater). Counts will include all on- and off-street parking in commercial areas; residential areas will not be included. Private parking facilities with less than 10 spaces will not be included. We will adjust occupancy counts for seasonal impacts to project conditions during peak times of the year. Using Urban Land Institute's Shared Parking methodology, we will create a model of downtown parking under growth scenarios developed by the Master Plan team (up to three). If parking shortages are projected, we will evaluate opportunities to accommodate overflow within the existing system. If this is not feasible or advisable, we will project the number of spaces that need to be added to the system for the projected demand. The analysis will take into account walking distances, and will divide the area in smaller, walkable sub-areas as needed.

**Parking Garage Condition Appraisal |** Our team will review documents pertinent to the evaluation of the parking structure at Liberty Street, such as existing plans, engineering and testing reports, and construction, repair, or maintenance information. We will visually observe the floor and soffit surfaces of the structure to determine and quantify the visible deterioration. This survey will document significant spalling, cracking, leaching, scaling and other related deterioration and deficiencies of the structural and waterproofing elements. No physical testing will be performed as part of this analysis. Based on our field work, we will provide a limited photographic



inventory of the observed deterioration. An analysis of observed conditions will be performed which will include repair program recommendations with detailed opinions of probable construction costs to be prioritized over a 10-year duration. In addition we will review existing as-builts to determine the feasibility of converting ground floor space to retail, if determined a desirable option in the Master Plan.

**Phase 1 ESA's** | Our team of environmental engineers has considerable experience in completing Phase 1 Environmental Site Assessments, recently completing multiple Phase 1's in the Downtown Rome BOA. We will work with the City to identify up to five sites in the BOA for Phase 1's.

**Transportation, Circulation and Connectivity Analysis** | Our team of planners, designers and traffic engineers will complete a complementary analysis for the BOA study area that assesses existing circulation patterns throughout, recognizing circulation patterns change throughout the study area. The circulation analysis will take into consideration the parking analysis developed in the Erie Boulevard/West Dominick Street area. We will look at existing conditions, a long-term needs assessment, vehicular circulation, pedestrian circulation (including trail connectivity, gaps and needs), public transportation, rail (role of the train station) and bicycle accessibility.

**Gateway and Wayfinding Analysis** | Our team will complete a gateway and wayfinding analysis that identifies needs and gaps related to these systems. We will focus on identifying how visitors experience the City and how people travel once they are here. Recommendations from the branding strategy will be incorporated and considered as recommendations are developed. Findings from this analysis will create a framework for specific recommendations in the master plan phase.

**Waterfront Development and Viewshed Analysis** | As we've learned from our planning efforts in the Downtown BOA, the waterfront offers the City an excellent opportunity, and much of it is underutilized today. We will do a detailed assessment of opportunities and constraints for expanded waterfront development and accessibility along the Muck Road corridor. Our team will look at development opportunities, physical and visual barriers,

natural resources that may restrict development patterns pedestrian connectivity and viewsheds. The findings of this analysis will support later recommendations, capital projects and master plan alternatives.

### Market Analysis

The market analysis prepared for the Erie Boulevard Corridor must go above and beyond a traditional market and economic analysis. Camoin Associates will seek to understand the regional framework for the BOA, including its context adjacent to the Downtown Rome BOA and in light of on-going investment at Griffiss, while strategically targeting site specific opportunities. Our approach to the market analysis for the Erie Boulevard Corridor BOA includes the following sub-tasks:

**Focused Real Estate Market Study** | We believe that realistic future end uses must be defined within the context of existing economic, demographic and real estate market conditions in an area much larger than Rome itself. Given the size of the study area and the types of potential end uses, we expect the study area will be in competition with other sites within at least a 100-mile trade area (unless otherwise determined based on initial investigations). Camoin Associates will complete the following tasks as part of the Focused Real Estate Market Study:

- Review commercial real estate market reports for trade area communities in order to identify current conditions and the types of development underway in the region.
- Conduct interviews with local brokers, developers, investors, lenders and others familiar with the local market to obtain existing data on the real estate market, as well as gather anecdotal information.
- Complete a competitiveness assessment focused on the real estate potential of strategic sites. This analysis will help the City, Oneida County and developers to understand how sites fit into the region's real estate market.

- Speak with regional economic development representatives, including the Oneida County IDA, involved in assisting companies with relocation and expansion throughout the region to gather their perceptions of available sites. Corridor and the study area's competitive strengths in recruitment and retention in the region.

- We will also provide a brief update to the real estate analysis we conducted for the Downtown Rome BOA project, specifically as it relates to office/retail demand and supply (with residential being covered below in more detail).

**Target Industries Analysis** | The goal of this task is advancing and positioning strategic sites for outside investment. The Target Industries Analysis will identify business segments and target industry sectors that would be the most likely candidates for developing on available sites within the Erie Boulevard Corridor BOA. The Target Industries Analysis will recommend the industries which the City should target for growth, investment and job creation.

**Entrepreneurial Use** | To the extent applicable, we will also examine the potential to harness micro-business and small-business development, particularly as it relates to entrepreneurship, to create a facility on one of the strategic sites to serve such needs. This could take the form of an incubator, makerspace of simply a shared office space environment.

**Housing Analysis** | Similar to the commercial space market study, the residential market analysis will require a thorough assessment of the supply and demand by residential space type. To understand the current supply of housing in and around the City, Camoin will utilize the most recent U.S. Census Bureau housing data available. The ESRI ACS Housing Summary Report will also be utilized to determine owner-occupied and rental units, occupancy and rental rates where U.S. Census or other housing data is not current. Camoin will also obtain current MLS and apartment listing data to assess the current availability of housing options. Of particular note will be market rate lease and purchase costs for similar properties within the region. To assess potential future demand for new housing units, we will examine ESRI's projections on demographic changes to the City (or a somewhat larger "trade area" geography).

## Strategic Brownfield Sites

Using information prepared for the Step 1. Pre-Nomination Study and building on the detailed inventory and analysis and market study completed in previous tasks, the project team will identify strategic sites within the BOA. Each of the identified strategic sites will get a "deeper dive" analysis specific to redevelopment opportunities. Examples of sites we think are likely to be considered strategic sites include, but are not limited to the REACH Center, Polka Dot Village, and the former Rome Cable site.

## Component 5: Completion of Draft Revitalization Plan

### Study Area Master Plan Alternatives & 3D GIS

A master plan, identifying preferred end uses, will be developed for the entire study area with detailed redevelopment plans prepared for each of the strategic sites. We will refine and update projects identified in the Step 1 as needed based on feedback from the City, committee and community members. In addition to a traditional paper master plan, Bergmann will transform the City's vision for the Erie Boulevard Corridor into a visual 3D model. The 3D model will be fully compatible with a similar effort currently underway in the adjacent Downtown Rome BOA. As the City knows, 3D GIS modeling allows for a realistic view of how master plan options will relate to the existing built form and terrain in the areas surrounding the study area. The model can be used to understand impacts of various site development alternatives. As a GIS tool, this can be used to help staff and decision makers manage development and review site plans for compliance with land use/design regulations. This tool also communicates to the public in a way they can understand unlike the limitations of plan view or static renderings. We can integrate the 3D model as a website tool using videos or allowing people to download the model and "fly through" on their own, allowing them to visit virtually any location, from any angle, to see the proposed plan or existing conditions.

When developing the master plan and identifying specific land use, policy and capital project recommendations, we will lean on the analyses and key findings prepared in Component 4. We will prepare specific

recommendations and plans that address:

- Circulation and connectivity;
- Parking;
- Natural resources;
- Cultural amenities;
- Train station and intermodal opportunities;
- Industrial expansion;
- Infill development;
- Streetscapes;
- Buffers between land uses;
- Green infrastructure;
- Waterfront development; and
- Gateways and wayfinding

### Financial Feasibility

The financial feasibility assessment will be completed after development scenarios are prepared for strategic sites within the BOA. The project team will prepare a financial analysis of various development scenarios to be considered within the study area. For each proposed redevelopment scenario, Camoin will prepare a financial feasibility study that utilizes projections on price/rental points, construction and operating costs, market capture, and other key economic and financial information. The analysis will estimate pre-tax cash flows to the development partners (public and/or private) that will reflect possible leasing and ownership options, and public and private investment requirements. Typically, financial feasibility studies can then be used as part of a developer RFP which shows the developer their potential return on investment should they decide to take on the project. Completing the financial feasibility analysis makes the project more predictable and attractive to developers, making them more likely to consider a redevelopment project.

Our analysis will also outline what incentives, if any, should be made available to make site redevelopment feasible. For example, Tax Increment Financing/PILOT Increment Financing may be feasible options to consider for some projects. Such tools can help by taking future anticipated tax proceeds from the site and directing them to the repayment of debt issued to support critical improvements that catalyze a private investment. Modelling such tools can be a challenge, but provides very important

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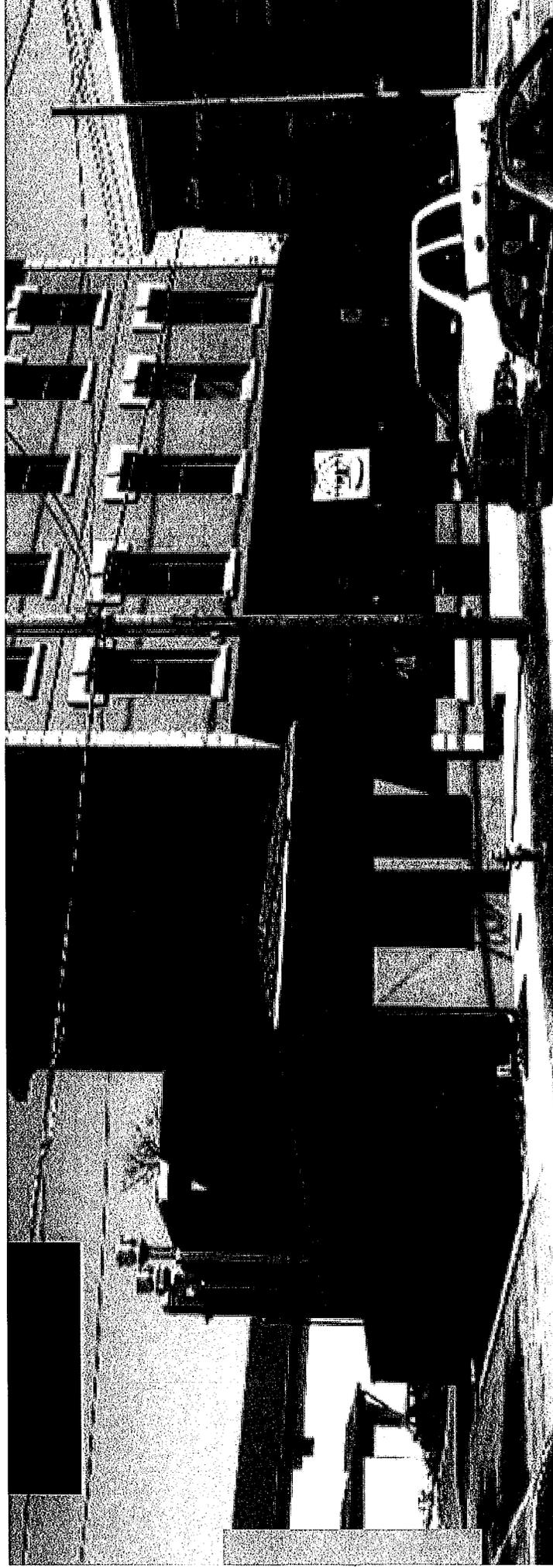
information about options for redevelopment. In addition, we will identify and evaluate other New York State and federal funding and financing opportunities and determine the most beneficial programs for the Erie Boulevard Corridor.

### Branding Strategy and Marketing Collateral

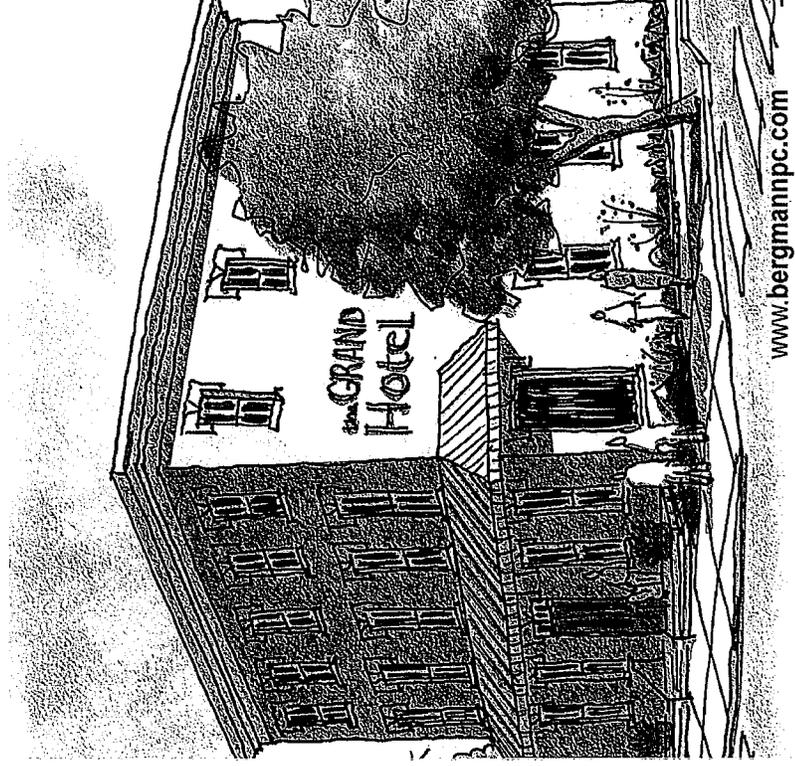
Alliway Marketing will facilitate a branding strategy for the study area that seeks to build an identity for the future revitalization of subareas within the BOA. The branding strategy will build on an understanding of work already completed for the City as a whole (Building Rome), as well as efforts underway in the Downtown Rome BOA, recognizing the shared boundaries require continuity in their approach.

The branding strategy for the Erie Boulevard Corridor will focus on creating an identity for the emerging arts and cultural district, as well as the commercial corridor along Erie Boulevard. The branding strategy will include the development of a logo, tag line and various media and ideas will be vetted by the City and key stakeholders in order to help build a sense of pride and ownership in future direction, helping to change perceptions of the Erie Boulevard Corridor. Various target audiences will be considered in the branding strategy and associated collateral development including residents, visitors, industrial end users, arts and cultural end users, residential developers and small business owners.

The effort will take advantage of the 3D virtual model and website to market BOA properties to future investors and developers, allowing available parcels and development opportunities to be showcased online and in print form. Digital and hardcopy versions of marketing materials will be developed reflecting the BOA branding and marketing strategy. Descriptive profiles of strategic sites will be prepared to publicize and market the availability of strategic sites for redevelopment for desired end land uses. The descriptive profiles will be designed so they can be included in real estate portfolios, marketing brochures, or for posting on the web.



▲▲ **A BOA Success Story!**  
*A historical building situated along a neighborhood commercial corridor laid vacant for 10+ years. With assistance from the BOA process, the structure has been renovated and is now home to two successful restaurants on the first floor and six residential units in the upper stories.*



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## Component 6: Draft Revitalization Plan

### Implementation Strategy

The recommendations identified in preceding tasks will be organized in a phased action plan matrix including a brief description, planning level cost estimates, phasing, roles and responsibilities and potential funding resources. To the extent practical, we will align key projects with potential grant resources, including tie-ins to the Regional Economic Development Council plan. In addition, the implementation strategy will prioritize projects to assist the City in budgeting and capital program planning. During this task our team will complete a thorough analysis of possible public and private funding sources for this project, linking them back to specific implementation projects. The Bergmann team will recommend the applicable existing economic incentive packages to attract target industries / businesses and support the long term revitalization objectives of Rome.

### Draft Revitalization Plan and Executive Summary

Our familiarity with the BOA program ensures consistency as well as customization specific to the Erie Boulevard Corridor. We will compile and submit a draft version of the Nomination Study and work with the City and Department of State to address any requested modifications or additions. Bergmann Associates will also prepare a graphically designed executive summary that the City can use in presentations and for promoting the BOA. The focus of the summary document will be on highlighting developable sites, redevelopment objectives and identifying a community-generated list of revitalization needs.

### Interagency Briefing Package and Partner Engagement

Our team will assist the City in facilitating an Interagency Roundtable and bringing key project partners to the table to discuss specific opportunities for the Erie Boulevard Corridor. Bergmann Associates recently participated in an Interagency Roundtable for the City of Rochester Vacuum Oil BOA (Step 3) which was instrumental in helping the City obtain funding commitments and technical resources for identified implementation projects.

### Component 7: Final Revitalization Plan & Project Advancement

Our team will prepare and deliver the final Nomination Study, inclusive of all deliverables defined within this scope of work. All digital files will be provided, including Word documents, graphic files and GIS files. Bergmann Associates will also work with the City and steering committee over the course of the Step 2 project to ensure that all requirements for BOA “designation” are met within the Nomination Study. If additional funding becomes available for a Step 3 BOA project, we will prepare the Application for Project Advancement on behalf of the City. We will prepare all required application components and assist in submitting the Step 3 application.

### Component 8: NYS Environmental Quality Review

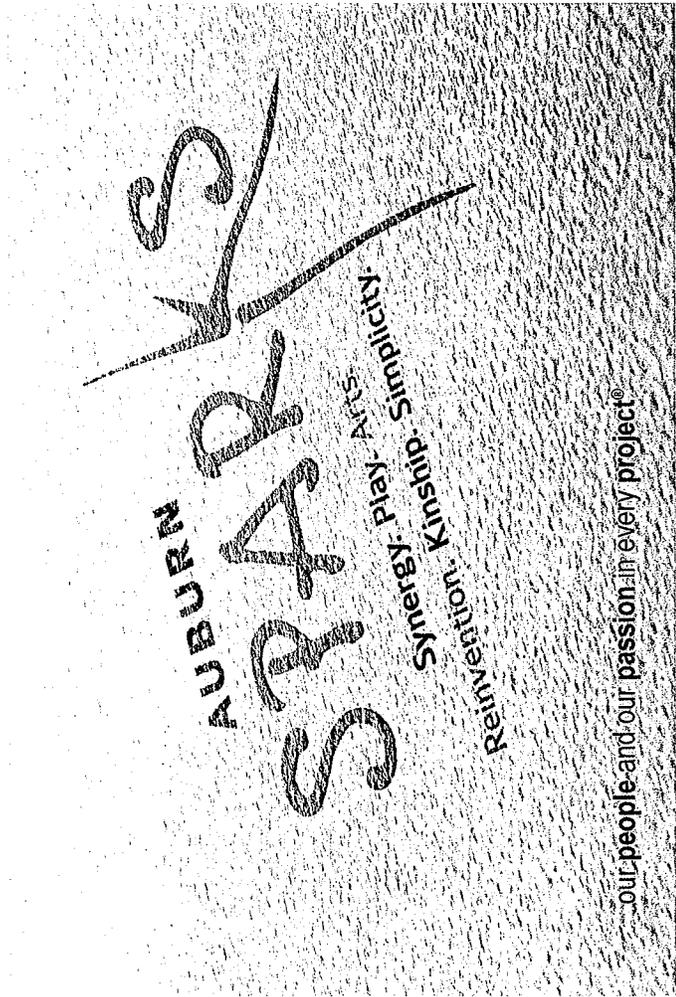
Our team will provide all technical and administrative services required to fulfill the requirements of State Environmental Quality Review Act (SEQR). In Step 2 of the BOA process Bergmann will complete the SEQR Long Form, facilitation of a public scoping meeting and preparation of the scoping document. This is consistent with the approach recommended by the NYS DOS. We will ensure that the Nomination Study is developed in such a manner that it can satisfy the requirements for portions of the GEIS related to existing conditions and alternatives.

### Component 9: Project Reporting

We will support the City in completing all required DOS reporting forms, including the bi-annual Project Status Reports and quarterly WBE and staffing reports. We are also familiar with the new billing requirements implemented by the DOS this year and will ensure that our invoices are provided to the City in a manner that will facilitate the submittal of payment requests to the state. At the conclusion of the project Bergmann can complete the final Project Progress Report and close-out forms on behalf of the City. We will also develop the summary Revitalization Strategy Report.

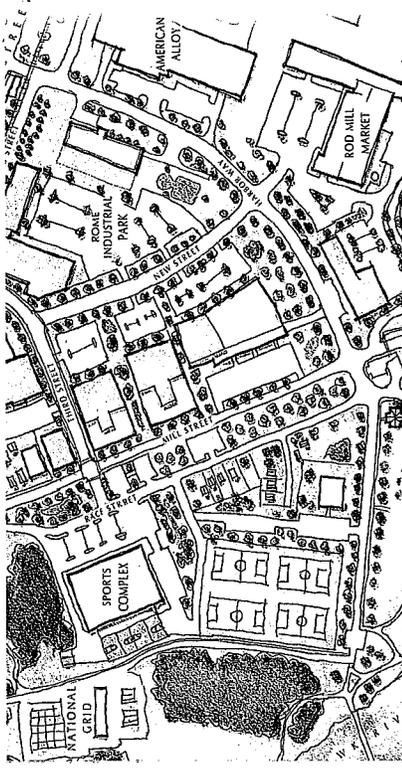
### Branding Your BOA

The branding effort personalizes your project, builds ownership and promotes the study area.



### City Yard Reuse Strategy | Rome, NY

Bergmann Associates was selected by the City of Rome to strategize the relocation and reuse of City Yard. Having a thorough understanding of both the specific objectives and the economic development goals of the City, the firm understood the need to collect a comprehensive array of data regarding potential sites in the City for the purpose of identifying a suitable property for the relocation of the current City Department of Public Works facility. A thorough study of the potential for future redevelopment of the 6.82± acre Race Street property with respect to economic market analysis factors and compatibility with adjacent waterfront and residential land uses is proposed.



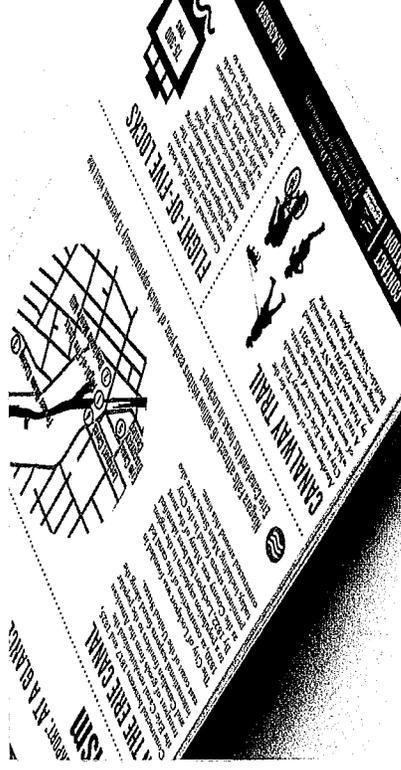
### North Tonawanda BOA Step 2 & 3 | North Tonawanda, NY

Bergmann worked with the City of North Tonawanda to complete a Step 2 Nomination Study that included an analysis of existing conditions, a Master Plan, and detailed recommendations and action items designed to help the City move forward with implementation. Bergmann is currently assisting the City in preparation of the Step 3 Implementation Strategy, rebranded as “North Tonawanda Momentum.” The project is now focused on facilitating infrastructure improvements and redevelopment of strategic sites. Key tasks include analysis of strategic sites, creation of financial proformas for potential end uses, a transportation enhancements plan, zoning updates and design guidelines, a 3D GIS model of the study area, and a Generic Environmental Impact Statement. The project also includes a comprehensive branding and marketing strategy designed to promote the study area to investors, developers, and visitors.



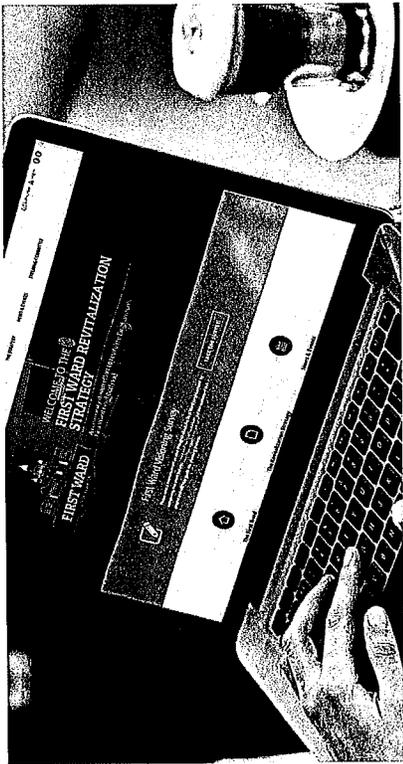
### City of Lockport BOA Step 2 | Lockport, NY

The objective of the Nomination Study was to identify key properties along Main Street, the Erie Canal and the Eighteen Mile Creek Corridor that possess the potential for real and meaningful redevelopment, and in turn have the capacity to spur additional redevelopment on surrounding properties, ultimately resulting in revitalizing the City of Lockport. Using state of the art technology, Bergmann created a virtual 3D model of the Tourism Focus Area, graphically representing existing conditions as well as elements of the revitalization plan. An in-depth public involvement process was incorporated into the planning effort, including a series of public meetings, workshops, and interactive exercises, in addition to steering committee meetings, to provide a revitalization strategy that was representative of the public’s vision for its own future.



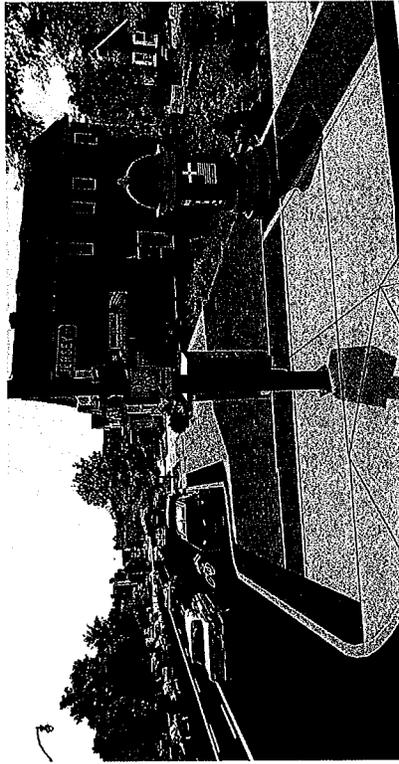
## Binghamton First Ward BOA Step 2 | Binghamton, NY

Bergmann Associates worked with the City of Binghamton to prepare a Neighborhood Revitalization Strategy for the First Ward Neighborhood under the NYS BOA Program. The purpose of the Revitalization Strategy was to identify opportunities for commercial and industrial growth, while also stabilizing a residential base that has been impacted by high unemployment, a lack of local jobs, flooding events and general suburbanization trends. The First Ward is a very active local community that is passionate about seeing their neighborhood thrive; as such, the community engagement process included a project/neighborhood website, online community surveys, stakeholder meetings, informal meetings with local residents and a series of public open houses and workshops.



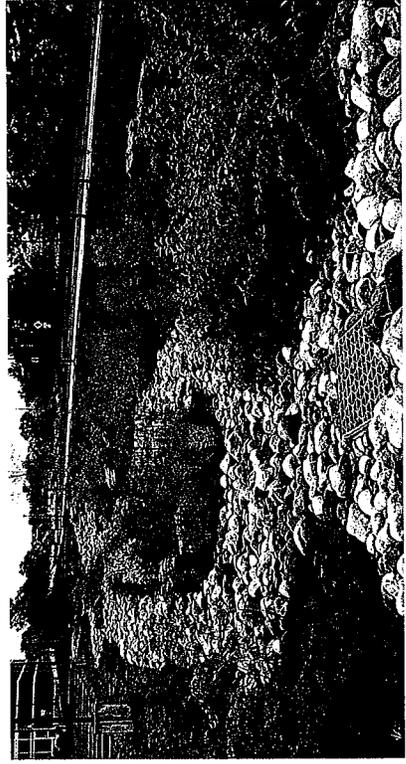
## Niagara Street Gateway Design & Streetscaping | Buffalo, NY

Bergmann provided preliminary engineering services through construction inspection services for the Niagara Street Corridor from Elmwood Avenue to Virginia Street. The design will create a pedestrian friendly environment that enhances the function of the current roadway system and provide an entryway into the City of Buffalo Central Business District. The project involved widening and resurfacing streets, replacing sidewalks and curbs, upgrade drainage system and utilize unique stormwater management techniques, replacing outdated traffic signal hardware and utilizing wireless interconnect technology to facilitate remote traffic signal control from the City's Traffic Control Center (TCC).



## Green Infrastructure Site Design | University of Rochester, NY

Bergmann Associates provided site design and landscape architectural services for this new signature research and science building, located at the University of Rochester Medical Center in Rochester, NY. The site design included two courtyards on the north and south sides of the building which are connected by an atrium located at the main entrance of the building. The courtyards included gardens with native plant materials, formal and informal seating options, and accent lighting. To reduce the stormwater run-off from the development of the site, a rain garden is located adjacent to the parking lot. Rain gardens were also located at the entrance to the building to demonstrate the University's commitment to sustainable development. The landscape materials used throughout the site design are appropriate for the climate and can withstand drought conditions which eliminate the need for irrigation.



## City of Rome Zoning & Development Control Regulations | Rome, NY

Camiros is helping the City of Rome retool for smart growth by updating the City's zoning ordinance and developing design concepts for key focus areas. The goals for this effort include reducing barriers to sustainable and energy saving development techniques, creating incentives for new development, as well as flexibilities for the retrofitting of existing development, incorporating more sustainable development techniques and setting standards for these techniques that make permissions clear and address potential impacts.

## Rome BOA Market & Financial Feasibility Analysis | Rome, NY

Camoin Associates conducted a market analysis of the region to help determine the redevelopment potential of several sites within the BOA. The market analysis helped to identify industrial and commercial redevelopment scenarios, which would meet market and resident demands and ensure a positive impact on the local economy. Camoin also worked with the city and project partners to analyze the financial feasibility of the redevelopment scenarios, including a pro forma, projections of market capture potential, phasing and absorption schedules and phased development scenarios.

## City of Northampton Comprehensive Parking Study | Northampton, MA

Walker Parking Consultants worked with the City of Northampton to study and develop a parking management plan for 25 downtown blocks and the adjacent residential neighborhoods. As part of this effort, data-based recommendations were identified using detailed analysis of current parking demand and length of stay patterns, including recommendations to improve both efficiency and customer service through changes in time limits, rates, wayfinding upgrades and equipment options.

## City of Baltimore Zoning Ordinance Update | Baltimore, MD

The City of Baltimore retained Camiros to develop a new zoning ordinance to implement its newly adopted Comprehensive Plan. Camiros worked with the Zoning Advisory Committee and representatives of the Baltimore Downtown Partnership to develop design objectives that should be reflected in new downtown zoning districts. Within each district, the form and design controls would address height, site location the details of lower level design including entry, building transparency, materials and streetwall criteria, as well as control over parking.

## Northwest Quadrant BOA Real Estate Market Analysis | Olean, NY

Camoin Associates completed a comprehensive real estate market analysis that not only considered regional trends impacting potential redevelopment scenarios, but also focused on the local and site level. The economic analysis focused on opportunities associated with green industries, industrial redevelopment, and capitalizing on the presence of the existing rail line. The analysis also considered revitalization approaches for enhancing surrounding residential neighborhoods and how to best capitalize on proximity to the waterfront and downtown Olean.

## Borough of Lititz Parking & Management Study | Lititz, PA

Walker Parking Consultants worked with the Borough of Lititz to develop a management plan that would improve current parking conditions and plan for future growth such that parking supply would keep up with increasing demand, without constructing excess (and costly) parking that would detract from the quaint downtown. The effort included collecting occupancy data, conducting stakeholder meetings and surveys, providing information on creating agreements between public and private entities and recommending management changes that helped make the downtown parking system easier to navigate and use.

## **North Tonawanda BOA Step 3 Brand Development | North Tonawanda, NY**

As part of the North Tonawanda BOA Step 3 project, Allieway Marketing worked with the City of North Tonawanda to develop a comprehensive branding and marketing strategy designed to promote the study area to investors, developers, and visitors. This strategy included copywriting and editing, graphic design and production, strategic messaging and community outreach, as well as the development of a uniquely branded identity that included logos and taglines.

## **City of Niagara Falls SEQRA & Zoning Services | Niagara Falls, NY**

Jaeckle Fleischmann & Mugel, LLP served as special counsel to the City of Niagara Falls in connection with the City's sweeping amendments to its Comprehensive Plan and Zoning Ordinance. Our services included, among other things, revisions to zoning code provisions prepared by the City of Niagara Falls' outside consultant and/or drafting of new zoning provisions to enhance clarity and consistency with enabling statutes and other applicable substantive and procedural requirements. We assisted the City's planning team in preparation of a Draft GEIS in accordance with SEQRA.

## **Horizontal Alignment Safety Study | Livingston County, NY**

Livingston County conducted a Horizontal Alignment Safety Study for their County road system that included all County Roads within the County (approximately 250 miles of road network and 274 curves). The project included locating and verifying horizontal curves and corresponding placement of existing advisory signs, evaluating the adequacy of existing signs and the need for new signs per NYS Manual of Uniform Traffic Control Devices guidelines and development of a prioritized set of improvement recommendations. The Study included creation of a database that included measurements of curvature, road postings and curve data.

## **City of Auburn BOA Step 2 Brand Development | Auburn, NY**

As part of the Auburn Sparks BOA Step 2 project, Allieway Marketing worked with the City of Auburn to develop a comprehensive branding and marketing strategy designed to promote the study area to investors, developers, and visitors. This strategy included copywriting and editing, graphic design and production and strategic messaging, as well as the development of a uniquely branded identity that included logos and taglines.

## **HealthNow New York Brownfield Redevelopment | Buffalo, NY**

Jaeckle Fleischmann & Mugel, LLP provided corporate, real estate, tax, and environmental counsel for construction of the new HealthNow headquarters on a former brownfield site. The 452,000 square-foot building is one of the largest corporate development projects to date in downtown and included a complex remediation component with costs totaling \$10.3 million. In addition to serving as counsel regarding the remediation, our environmental attorneys negotiated a complex financing package, including a brownfields tax credit agreement and the use of PILOT increment financing.

## **Audible/Tactile Pedestrian Signal Device Study | Monroe County, NY**

RE&LS provided field inventory of existing conditions for 28 intersections. The purpose of this project was to identify locations in the highest need of the installation of audible/tactile pedestrian signal devices (ATPSD) to improve accessibility within Monroe County. The County planned to add ATPSD equipment at traffic signals that they operate each year as their budget permitted, and this study helped to identify which intersections and crosswalks should be done first.

# project **staff** team

The Bergmann Team represents over three decades of culture built on the work of dedicated, client-focused experts<sup>1</sup>.



**Andrew J. Raus, AICP**  
Principal-In-Charge



**Kimberly M. Baptiste, AICP**  
Project Manager

## Neighborhood Planning & Community Engagement

**Andy Raus, AICP**  
Bergmann Associates

**Kimberly Baptiste, AICP**  
Bergmann Associates

**Jane Nicholson-Dourdas, AICP**  
Bergmann Associates

**Sue Hopkins, AICP**  
Bergmann Associates

## Environmental

**Gary Flisnik, PMP®**  
Bergmann Associates

**Jim Marschner**  
Bergmann Associates

## Technology, GIS & Visualization

**Jason Babcock-Stiner, AICP**  
Bergmann Associates

**Eric Brady, GISP**  
Bergmann Associates

**Todd Heckaman**  
Bergmann Associates

## Legal Services

**Charles D. Grieco, Esq.**  
Jaeckle Fleischmann & Muehl

## Marketing & Branding

**Allie Barnett Balling**  
Alliway Marketing

## Urban Design

**Mark Johns, RLA, ASLA**  
Bergmann Associates

**Ted Liddell, RLA, ASLA**  
Bergmann Associates

**Arista Strungys, AICP, PP**  
Camiros

**William R. James, AICP, RLA**  
Camiros

**Jeanne Lindwall, AICP**  
Camiros

**Leslie S. Pollock, FAICP**  
Camiros

**Adam L. Rosa, AICP**  
Camiros

**Chris Jenette, ASLA**  
Camiros

## Transportation

**Kelly Thompson, PE**  
Bergmann Associates

**Mark McAnany, PE**  
Bergmann Associates

**James Elmer, PE, PTOE**  
Bergmann Associates

**Michael C. Bogardus, P.L.S.**  
Ravi Engineering

**Ronald W. Centola, P.E.**  
Ravi Engineering

**Neal Pavone**  
Ravi Engineering

**Ray M. Teeter, Ph.D., P.E.**  
Ravi Engineering

## Parking Management

**Carolyn H. Krasnow, Ph. D.**  
Walker Parking Consultants

**Leon Y. Geoxavier, RA**  
Walker Parking Consultants

## Market & Economic Analysis

**Michael N'dolo, CEEd**  
Carmoln Associates

**Christa Franz**  
Carmoln Associates

**Tom Dworetzky**  
Carmoln Associates

1. Resumes for key staff are provided on the following pages. Full resumes can be provided upon request.

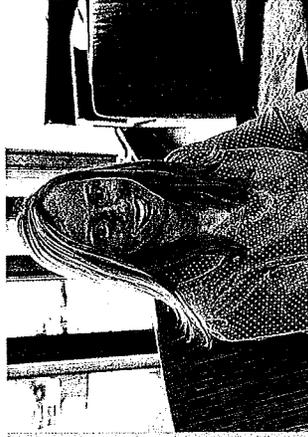
our people and our passion in every project®

As VP Strategic Planning and Business Development, Mr. Raus focuses on helping the CEO and Leadership Team navigate the constantly changing landscape of the A/E/P industry while staying true to its Mission and Vision. Andrew also stays directly involved in project work, managing complex urban and regional planning initiatives. As a Certified Planner and Charrette Manager, his experience spans a wide range of project types including brownfield re-use and downtown revitalization, land use and transportation planning, healthy living infrastructure and large scale water quality restoration programs. Andy has a unique capacity for consensus building, facilitating cooperation among competing interests to define a collaborative solution. Mr. Raus is active in his community and profession, volunteering on multiple not for profit and professional boards. He holds a Master's Degree in Urban and Regional Planning and a Bachelor's of Science in Biology and was recognized in 2009 as one of the Rochester Business Journal Forty Under 40.



**Andy Raus, AICP**  
*Vice President of Strategic Planning |  
 Bergmann*

Ms. Baptiste has a diverse background in planning, urban design, site development, and historic preservation. Her past projects have included waterfront planning, interpretive planning, master planning for communities, site specific development, tourism development, and various aspects of land use planning, including the development of zoning ordinances and design guidelines. Ms. Baptiste has successfully managed more than 20 NYS BOA Program projects across New York State. She has been also responsible for the oversight of extensive public outreach programs which have included focus groups, presentations to municipal officials, public workshops, steering committee meetings, and design charrettes. Ms. Baptiste has extensive planning experience in New York State, as well as throughout the nation, including Alaska, Pennsylvania, Maryland, Virginia, Connecticut, Ohio, and Florida.



**Kimberly Baptiste, AICP**  
*Business Segment Manager, Planning +  
 Design | Bergmann*

Ms. Nicholson-Dourdas has a diverse background in planning and is well versed in urban design, site planning, municipal planning, and public outreach and participation. Her past projects have included long-range planning, master planning for communities, site specific development, and general municipal planning including the development of zoning ordinances, design guidelines and landscape standards. Ms. Nicholson-Dourdas has been responsible for the oversight of extensive public outreach programs which have included delivering presentations to municipal officials, developing public workshops, leading steering committee meetings and focus groups, and facilitating design charrettes. Ms. Nicholson-Dourdas has planning experience in New York State, as well as throughout the nation, including Virginia, Connecticut and Florida.



**Jane Nicholson-Dourdas, AICP**  
*Assistant Project Manager | Bergmann*



**Gary Flisnik, PMP**  
*Sr. Environmental Project Manager | Bergmann*

Mr. Flisnik has a strong background in Environmental Engineering, Health & Safety, site investigations, remedial design, NYSDEC and USEPA regulatory compliance and remedial O&M program management & optimization. He is currently managing public sector programs at both the state and local level. These programs include general term contracts that provide various services including: SPDES Permitting, Phase I, II, III site investigations & remediation, Brownfields Assessment, Cleanup & Redevelopment, Asbestos/Lead assessment & abatement, Indoor Air Quality studies, PBS projects, environmental design, compliance auditing, Health & Safety planning and landfill investigation-closure-monitoring. Mr. Flisnik also manages a NYSERDA program where Bergmann is the only firm to provide services throughout New York State for PON1093 – Biofuel Initiative Program where more than 160 retail fueling operations seek to upgrade their facilities to offer alternative fuels.



**Eric Brady, GISP**  
*GIS Project Manager | Bergmann*

Mr. Brady is a GIS Project Manager and Leader of the Bergmann Associates GIS team. Eric works closely with clients to design and build GIS solutions that are practical and cost effective. Working closely with the technical leads, Mr. Brady ensures all GIS products meet industry quality and design standards. He has successfully contracted, managed and designed many complex GIS applications and enterprise systems for a variety of demanding private and public clients. Before managing large GIS projects, Mr. Brady was a GIS programmer, with a significant background in design, programming and implementation of GIS web, mobile and desktop technologies. His technical skill set includes advanced database design and administration experience on platforms such as MS SQL Server, Oracle and ESRI SDE Geodatabase.



**Ted Liddell, RLA, ASLA**  
*Landscape Architect | Bergmann*

Mr. Liddell joined Bergmann Associates after completing his bachelor of Landscape Architecture degree from the SUNY College of Environmental Science and Forestry in 2002. He has twelve years of experience in the Landscape Architecture profession with projects that range from small-scale public park design, streetscape enhancements, to city-wide master planning. Aided by his strong computer background in SketchUP, the Adobe Creative Suite, and AutoCAD, Ted has the ability to take a design from conceptual graphics straight through to construction documents.

our people and our passion in every project®

RESOLUTION NO. 82

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$29,500.00

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

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of Plumley Engineering, for professional engineering services relating to the Rod Mill and Bellamy Park docking and pedestrian connection project, for a total amount not to exceed to \$29,500.00; 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 Plumley Engineering, for professional engineering services relating to the Rod Mill and Bellamy Park docking and pedestrian connection project, for a total amount not to exceed to \$29,500.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED:

DEFEATED:

# PLUMLEY

ENGINEERING

Civil and Environmental Engineering

March 11, 2016

Mr. Matthew Andrews  
Planning Coordinator  
CITY OF ROME  
Department of Community and  
Economic Development  
198 North Washington Street  
Rome, New York 13440

VIA EMAIL: [mandrews@romecitygov.com](mailto:mandrews@romecitygov.com)

RE: Request for Proposal  
Bicentennial and Beyond  
Docking and Walkway Design  
City of Rome, Oneida County, New York  
Project No. 2015.OP/023

Dear Mr. Andrews:

We are pleased to provide you with our proposal for the design of additional docks at Bicentennial Park and improved access from Bellamy Park to the existing fishing platform and park areas at Bicentennial Park in the City of Rome. The anticipated services are based on your February 26, 2016 Request for Proposal (RFP), our previous work in the area and our experience with similar projects.

## SCOPE OF WORK

The following tasks are included within our scope of work.

### Survey and Mapping

We will contract with a Licensed Land Surveyor to map and collect topographic data for the areas depicted in *Appendix A* of the RFP. The mapping will include the proposed dock locations

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8232 LOOP ROAD, BALDWINVILLE, NY 13027  
Telephone: (315) 638-8587 Fax: (315) 638-9740

200 NORTH GEORGE STREET, ROME, NY 13440  
Telephone: (315) 281-1005 Fax: (315) 334-4394

Internet: [www.plumleyeng.com](http://www.plumleyeng.com)

Mr. Matthew Andrews  
March 11, 2016  
Page 2

at Bicentennial Park and the pedestrian access from Bellamy Park, under Mill Street Bridge and connecting to Bicentennial Park.

### **Project Meeting No. 1**

We will attend a meeting with the City of Rome (City), the New York State Department of State (Department), and other project partners as appropriate. During the meeting, we will discuss the project requirements, existing site conditions, roles and responsibilities, and other pertinent project information. After the meeting, we will submit a brief meeting summary to the City and the Department.

### **Site Reconnaissance**

Following Project Meeting No. 1, we will complete a site visit to identify site conditions that must be accommodated during the design process.

In addition, we feel it is important to complete a soil boring in close proximity to the overlook, as the docks will most likely be supported by drilled piers, driven piles or sheet piling. This boring will help determine the depth of the support system, allowing the contractors to provide more accurate bids and reducing the need for change orders.

### **Schematic Designs**

We will prepare a minimum of three schematic designs for the project, based on the site survey, the project meeting and our own site reconnaissance.

The schematic design alternatives will include best management practices for avoiding/reducing water quality impairments due to the project, as well as ways to mitigate any effects to sensitive State resources.

The three schematic designs will be presented to the City, who will, in conjunction with the Department and the project advisory committee, choose one of the three alternatives or recommend a final layout that is a combination of and/or builds upon the three schematic alternatives.

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March 11, 2016  
Page 3

The Canal Corporation will be contacted for input on the schematic design chosen and their requests will be incorporated into the final design.

### **Public Meeting**

Once a schematic design is agreed upon, we will coordinate scheduling with the City and attend a public meeting in conjunction with the Department to solicit public input on the selected alternative. A brief summary of the meeting will be prepared and submitted to the Department.

### **Construction Requirement Analysis**

A report will be prepared summarizing the known Federal, State and local requirements for construction of the selected alternative, including necessary permits and approvals. A copy of the report will be provided to appropriate project partners and submitted to the Department for review. If required, we will attend a pre-permitting meeting with the Department and any necessary Federal, State or local officials.

As per the RFP, work on the final design will not commence until the Department approves the analysis.

### **State Environmental Quality Review (SEQR)**

We will complete the Full Environmental Assessment Form (FEAF), along with associated documentation for the SEQR process, and submit it to the City. It is anticipated that the project will be classified as an unlisted action. Completion of an Environmental Impact Statement (EIS) is not included in this scope of work.

### **Draft Final Design**

A draft final design will be prepared based on the selected alternative, public input and Department comments. The draft final design package will include all information necessary for implementation of the design and will be submitted by June 16, 2016 for Department comments. Department comments will be included in the final design.

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March 11, 2016  
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### **Final Design and Construction Documents**

Final design and construction documents, specifications and cost estimate will be submitted to the City of Rome for final review and comment no later than June 30, 2016. The Stormwater Pollution Prevention Plan (SWPPP), along with applicable calculations, will be prepared and finalized as part of this phase. The documents will be certified by a Professional Engineer licensed to practice engineering in the State of New York and will be suitable for public bidding of the work.

We anticipate attending three project meetings as part of this task. Attendance at additional meetings will be billed at our standard rates.

### **Permits**

Once the final design and construction documents have been approved by the City of Rome and the Department, we will assist with obtaining the necessary permits and approvals for the work, as outlined in the Construction Requirement Analysis task, above.

Prior to construction, we will demonstrate that the project is in compliance with New York State regulations covering Floodplain Management Criteria for State Projects.

Copies of all permits and approvals will be provided to the Department upon receipt.

### **Project Attribution and Number of Copies**

We will add the following acknowledgement to all deliverables associated with the project, "*This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund.*"

In addition, all required products will be submitted to the Department, and will be labeled with Contract No. C1000550.

Mr. Matthew Andrews  
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Page 5

### **Bidding Documents**

We will prepare and provide 20 sets of plans and specifications to be used during the bidding process. During bidding, we will respond to requests for information and issue addendums, as necessary. Once bids are received and reviewed, we will submit an award recommendation letter to the City. All necessary forms and documents for bidding will be prepared in accordance with New York State Environmental Facilities Corporation guidelines for public bidding and contracting.

### **Construction Support**

We will provide construction support for the project, including the following services:

- Periodic field observation and attendance at job meetings.
- Review of shop drawings and submittals, as necessary.
- Design and contract interpretations, responses to requests for information, preparation and review of change orders, as necessary.
- Completing required inspections (including SPDES permit mandated weekly inspections of erosion and sediment control practices in place on-site).

Our scope for this task anticipates the work will be completed within a four-month period. If construction extends beyond four months and additional construction support is required, the work will be billed at our standard rates.

### **ESTIMATED COST**

The scope of work, as presented above, can be completed for a total estimated cost of \$29,500. This estimated cost is broken down as follows:

Mr. Matthew Andrews  
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Survey and Mapping.....	\$ 5,900
Project Meeting No. 1 .....	\$ 500
Site Reconnaissance .....	\$ 500
Schematic Designs.....	\$ 3,500
Public Meeting.....	\$ 700
Construction Requirement Analysis .....	\$ 1,500
State Environmental Quality Review (SEQR) .....	\$ 1,000
Final Draft Design.....	\$ 4,500
Final Design and Construction Documents .....	\$ 2,800
Permits .....	\$ 3,000
Project Attribution and Number of Copies .....	N/A
Bidding Documents.....	\$ 2,000
Construction Support .....	\$ 3,600
<b>TOTAL ESTIMATED PROJECT COST .....</b>	<b>\$29,500</b>

**TERMS**

The work will be completed on an *hourly not to exceed basis* without prior written authorization from you. Payment for services shall be in accordance with our *Standard Terms and Conditions*, attached.

Mr. Matthew Andrews  
March 11, 2016  
Page 7

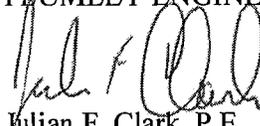
Unanticipated services and requested additional services (beyond the scope of work) will be billed at an hourly rate per our *Standard Terms and Conditions*, pending your written approval.

The required forms provided in the RFP have been completed and are attached, along with the requested qualification information.

Please review this information and contact us if you have any questions. Thank you for the opportunity to be of service.

Sincerely,

PLUMLEY ENGINEERING, P.C.



Julian F. Clark, P.E.

JFC/MGT/cas  
Attachments

**STANDARD TERMS  
AND CONDITIONS**

# PLUMLEY

## ENGINEERING

### STANDARD TERMS AND CONDITIONS

Effective September 1, 2015

1. LABOR BILLING RATES

Principal .....	\$195.00 per hour
Environmental Managing Engineer .....	\$185.00 per hour
Civil Managing Engineer .....	\$160.00 per hour
Senior Engineer .....	\$152.00 per hour
Senior Geologist .....	\$152.00 per hour
Project Engineer or Project Geologist .....	\$142.00 per hour
Staff Engineer or Staff Geologist .....	\$110.00 per hour
Senior Technician .....	\$ 99.00 per hour
Geographic Information Specialist .....	\$ 92.00 per hour
Technician .....	\$ 75.00 per hour
Assistant Technician .....	\$ 68.00 per hour
Senior Administrative Technical Writer .....	\$ 68.00 per hour
Administrative Assistant/Clerical .....	\$ 59.00 per hour
Senior CADD Drafter .....	\$ 70.00 per hour
CADD Plots (High Color Content 25% Premium) .....	\$ 1.00 per sq.ft.
Digital Copies (Large Format) .....	\$ 10.00 each

2. EQUIPMENT/MISCELLANEOUS CHARGES

Equipment Van Usage .....	\$ 0.75 per mile
Photoionization Detector (PID) .....	\$ 75.00 per day
Trimble GPS Unit .....	\$ 75.00 per day
Sampling Pump and Supplies .....	\$125.00 per day
Water Quality Meters (Field) .....	\$ 50.00 per day
Data Logger with Pressure Transducers .....	\$150.00 per day or \$450.00 per week
Additional Pressure Transducers .....	\$ 25.00 per day or \$ 75.00 per week
Pipe/Cable Locator .....	\$ 50.00 per day
Water Level Meter .....	\$ 30.00 per day
Pump/Accessories .....	\$100.00 to \$200.00 per day
Geophysical Equipment .....	[Quoted by job]

All of the above equipment carries a minimum half day charge.

## STANDARD TERMS AND CONDITIONS

Page 2

### 3. SUBCONTRACTORS AND SUBCONSULTANTS

Subcontractors and subconsultants supervised by and billed through our office will be invoiced at our cost plus 15%.

### 4. TRAVEL

Travel time plus the IRS standard mileage reimbursement rate (per mile) will be charged portal-to-portal. If overnight stay is required, the hotel will be billed at our cost plus 10% and a \$40.00 per day meal charge will be billed for each overnight stay.

### 5. EXPENSES

Any out-of-pocket expenses incurred for the job will be billed at our cost plus 15%. All other overhead is included in the above rates.

### 6. TERMS

Invoices will be mailed at the beginning of each calendar month for the previous month's work. Payment is expected within 30 days unless prior arrangements are made. All accounts 30 days past due will be charged 1% interest per month. All projects will require a retainer to begin work unless prior arrangements are made. The retainer will be applied at the completion of the project.

### 7. STANDARD OF CARE

The standard of care for all professional services performed or furnished by Plumley Engineering under this Agreement will be the skill and care ordinarily used by members of Plumley Engineering's profession performing similar services and practicing under similar circumstances at the same time and in the same locality. Plumley Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with Plumley Engineering's services.

### 8. COMPENSATION

For the scope of services stated, the Client agrees to pay Plumley Engineering the compensation stated in this Agreement. Plumley Engineering agrees to submit invoices monthly for services rendered and the Client agrees to submit payment to Plumley Engineering within 30 calendar days of the Client's receipt of invoice. If the Client does not pay an invoice within thirty (30) days of receipt, Plumley Engineering may, upon written notice to the Client, suspend further work until payments are brought current. The Client

## STANDARD TERMS AND CONDITIONS

Page 3

agrees to indemnify and hold Plumley Engineering harmless from any claim or liability resulting from such suspension.

In the event that it is necessary for Plumley Engineering to bring suit to enforce any provision of these Standard Terms and Conditions, including the collection of any payment due, Plumley Engineering shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys fees and the costs of appeals or bankruptcy proceedings.

### 9. INDEMNIFICATION

The Client and Plumley Engineering each agree to indemnify and hold the other harmless, and their respective officers, employees and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Plumley Engineering, they shall be borne by each party in proportion to its negligence.

### 10. AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of Plumley Engineering and Plumley Engineering's officers, directors, employees, agents, and consultants to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Plumley Engineering's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by Plumley Engineering under this Agreement, or the total amount of \$2,000,000, whichever is greater.

### 11. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Plumley Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond Plumley Engineering's reasonable control occur, the Client agrees that Plumley Engineering shall not be responsible for damages, nor shall Plumley Engineering be deemed in default of this Agreement.

12. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the Client and Plumley Engineering agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other Party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

13. TERMINATION OF CONTRACT

The Client may terminate this Agreement with seven days prior written notice to Plumley Engineering for convenience or cause. Plumley Engineering may terminate this Agreement for cause with seven days prior written notice to the Client. Failure of the Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Plumley Engineering has been paid in full all amounts due for services, expenses and other related charges.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Plumley Engineering's scope of services does not include any services related to the handling at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. The Client acknowledges that Plumley Engineering is performing professional services for the Client and Plumley Engineering is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

15. SUBSURFACE EXPLORATIONS AND UTILITY CLEARANCE

Plumley Engineering will notify Dig Safely New York, formerly the Underground Facilities Protective Organization (UFPO). Plumley Engineering will seek to locate subterranean structures in the vicinity of proposed subsurface excavation at the site using plans or information about the site provided by the Client. Plumley Engineering will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition if not called to Plumley Engineering's attention

prior to commencement of the work or which is not shown, or accurately located, on any plans furnished to Plumley Engineering by the Client.

16. OWNERSHIP OF DOCUMENTS

All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared or furnished by Plumley Engineering pursuant to this Agreement are instruments of Plumley Engineering's professional service, and Plumley Engineering shall retain all ownership and property interest therein. Plumley Engineering grants the Client a license to use instruments of Plumley Engineering's professional service solely for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client, without Plumley Engineering's written permission, shall be at the Client's sole risk and without liability to Plumley Engineering or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors, and the Client agrees to defend, indemnify and hold Plumley Engineering harmless from all costs, fees, losses, demands, liabilities, suits, actions, claims, damages and expenses, including attorneys' fees, whatsoever arising out of such reuse or modification by the Client or by others acting through the Client.

17. CONSTRUCTION PHASE SERVICES

If Plumley Engineering performs any services during the construction phase of the project, Plumley Engineering shall not supervise, direct or have control over the Contractor's work. Plumley Engineering shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Plumley Engineering does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

18. OPINION OF PROBABLE COSTS

When required as part of its work, Plumley Engineering will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Plumley Engineering hereunder will be made on the basis of Plumley Engineering's experience and qualifications and will represent Plumley Engineering's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Plumley Engineering does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

19. INFORMATION RELIANCE

Plumley Engineering shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

20. CERTIFICATIONS

Plumley Engineering shall not be required to sign any documents, no matter by whom requested, that would result in Plumley Engineering's having to certify, guaranty or warrant the existence of conditions that Plumley Engineering cannot ascertain.

21. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Plumley Engineering. Plumley Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Plumley Engineering because of this Agreement or Plumley Engineering's performance of services hereunder.

22. CONSEQUENTIAL DAMAGES

Neither the Client nor Plumley Engineering shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

23. GOVERNING LAW

The laws of the state in which Plumley Engineering's office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

# REQUIRED FORMS

## PROPOSAL FORM

PROJECT NAME: Bicentennial and Beyond Docking & Walkway Professional Engineering Services

PROPOSAL DUE DATE: March 11, 2016

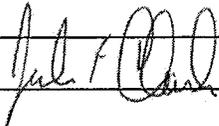
Firm Name PLUMLEY ENGINEERING, P.C.

Contact Person & Title: Julian F. Clark, P.E.

Mailing Address: 8232 Loop Road, Baldwinsville, New York 13027

Email: jclark@plumleyeng.com

Telephone Contact Number: (315) 638-8587

Signature of Authorized Representative: 

Date: March 11, 2016

The work shall consist of furnishing all labor, materials and equipment required for the complete execution of all work described in the Scopes of Work. No partial proposals will be accepted.

**TOTAL PROPOSAL FEE:** \$ 29,500.00

In Words Twenty-Nine Thousand, Five Hundred Dollars

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**Deliverable A (Survey & Mapping):** \$ 5,900.00

In Words Five Thousand, Nine Hundred Dollars

**Deliverable C (Meeting No. 1):** \$ 500.00

In Words Five Hundred Dollars

**Deliverable D (Site Reconnaissance):** \$ 500.00

In Words Five Hundred Dollars

**Deliverable E (Schematic Designs):** \$ 3,500.00

In Words Three Thousand, Five Hundred Dollars

**Deliverable F (Public Meeting):** \$ 700.00

In Words Seven Hundred Dollars

**Deliverable G (Requirement Analysis):** \$ 1,500.00

In Words One Thousand, Five Hundred Dollars

**Deliverable H (SEQR Full EAF Form):** \$ 1,000.00

In Words One Thousand Dollars

**Deliverable I (Draft Final Design):** \$ 4,500.00

In Words Four Thousand, Five Hundred Dollars

**Deliverable J (Final Design & Docs):** \$ 2,800.00

In Words Two Thousand, Eight Hundred Dollars

**Deliverable K (Permits):** \$ 3,000.00

In Words Three Thousand Dollars

**Deliverable M (Bidding Docs):** \$ 2,000.00

In Words Two Thousand Dollars

**Deliverable N (Construction Support):** \$ 3,600.00

In Words Three Thousand, Six Hundred Dollars

**Qualifications, Relevant Experience, and References**

- Please include the qualifications of individuals that will be working on the project. For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.
- Please attach up to 4 previously completed projects your firm has completed that are similar to this project, or relevant to the selection of a professional engineering firm for this project. Please include local project contacts that would be able to offer a reference to your firm's ability to execute the project with respect to the tasks to be performed.
- This section should not exceed 10 (single-sided) pages in length

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

This project is subject to NYS Executive Law Article 15-A concerning MBE/WBE Participation. All professional services and equipment agreements over \$25,000 are required to comply with Article 15-A of NYS Executive Law, which includes contract language, MWBE goals, EEO requirements and MWBE payment reporting. For all professional service contracts that exceed \$25,000 a 20% MWBE utilization goal of the total contract amount shall be required.

PLEASE BE ADVISED THAT PROPOSALS MUST INCLUDE THE REQUIRED FORMS, IN ADDITION TO THE PROPOSAL FORM, INDICATED IN THE PROPOSAL CHECKLIST IF THE CONTRACT TOTAL WILL EXCEED \$25,000.

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**Proposal Checklist:**

- Proposal Form
- Qualifications, Relevant Experience, and Professional References (10 page maximum)
- Form A EEO Policy Statement
- Form B Staffing Plan
- Form D MWBE Utilization Plan (If over \$25,000 in total design cost)
- Form E Waiver Request (If over \$25,000 in total design cost and deficient in MWBE participation %)

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For more information contact:

Matthew J. Andrews, Senior Planner 198 North Washington Street, 315-339-7628,  
mandrews@romecitygov.com

**Submit Proposals to:** Matthew J. Andrews, Senior Planner 198 North Washington Street, Rome,  
New York 13440

Electronic Proposals will be accepted via email above.

**FORM A**  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL**  
**EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, Julian F. Clark, P.E., the (awardee/contractor) contractor agree to adopt the following policies with respect to the project being developed or services rendered at the Bicentennial and Beyond Docking and Walkway Design Project.

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO** (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

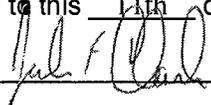
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 11th day of March, 2016

By 

Print: Julian F. Clark, P.E. Title: Civil Managing Engineer  
PLUMLEY ENGINEERING, P.C.



**FORM B**

**STAFFING PLAN**

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation No.:</b> Contract # C1000550	<b>Reporting Entity:</b> CITY OF ROME	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input checked="" type="checkbox"/> Total work force
<b>Offeror's Name:</b> PLUMLEY ENGINEERING, P.C.	<input checked="" type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor	<b>Subcontractor's name</b> _____
<b>Offeror's Address:</b> 8232 Loop Road Baldwinsville, New York 13027		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Disabled (M) (F)	Veteran (M) (F)
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)			
	Officials/Administrators			3						
Professionals			8							
Technicians										
Sales Workers										
Office/Clerical				3						
Craft Workers										
Laborers										
Service Workers										
Temporary /Apprentices										
<b>Totals</b>	<b>14</b>	<b>11</b>	<b>3</b>	<b>11</b>	<b>3</b>					

<b>PREPARED BY (Signature):</b> 	<b>TELEPHONE NO.:</b> (315) 638-8587	<b>DATE:</b> March 11, 2016
<b>NAME AND TITLE OF PREPARER (Print or Type):</b> Julian F. Clark, P.E., Civil Managing Engineer		<b>EMAIL ADDRESS:</b> jclark@plumleyeng.com
Submit completed with bid or proposal		

**FORM B**

**STAFFING PLAN**

Submit with Bid or Proposal - Instructions on page 2

<b>Solicitation No.:</b> Contract # C1000550	<b>Reporting Entity:</b> CITY OF ROME	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input checked="" type="checkbox"/> Total work force
<b>Offeror's Name:</b> PLUMLEY ENGINEERING, P.C.	<b>Offeror's Address:</b> 8232 Loop Road Baldwinsville, New York 13027	<input type="checkbox"/> Offeror <input checked="" type="checkbox"/> Subcontractor Subcontractor's name <u>WARREN RAMIE</u> <u>SURVEYORS</u>

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Totals			
	Total Work force	Total Male (M)	Total Female (F)	Race/Ethnic Identification								
				White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		Disabled (M) (F)	Veteran (M) (F)	
Officials/Administrators	1		1									
Professionals	2		1									
Technicians	5		1									
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers												
Service Workers												
Temporary /Apprentices												
<b>Totals</b>	<b>8</b>		<b>2</b>	<b>6</b>								

<b>PREPARED BY (Signature):</b> 	<b>TELEPHONE NO.:</b> 315-458-8979	<b>DATE:</b> 3/11/16
<b>NAME AND TITLE OF PREPARER (Print of Type):</b> JAMES F. RAMIE MEMBER	<b>EMAIL ADDRESS:</b> JFRAMIE@WARREN.SURVEYORS.COM	
Submit completed with bid or proposal		

**FORM D  
MWBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: **PLUMLEY ENGINEERING, P.C.**  
 Address: 8232 Loop Road  
 City, State, Zip Code: Baldwinsville, New York 13027  
 Telephone No.: (315) 638-8587  
 Region/Location of Work: City of Rome, New York

Federal Identification No.: 16-1267502  
 Project/Contract No.: C1000550  
 MWBE Goals in the Contract: MBE 15% WBE 15%

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A. WARREN RAMIE SURVEYING 6427 Collamer Road East Syracuse, New York 13057 hwarren@warrenramic.com (315) 458-8979	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	16-1572523	Surveying services	\$5,900 Work will most likely be completed in April 2016.
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.**

PREPARED BY (Signature):   
 DATE: March 11, 2016

NAME AND TITLE OF PREPARER (Print or Type): Julian F. Clark, P.E., Civil Managing Engineer  
 SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.: (315) 638-8587  
 EMAIL ADDRESS: jclark@plumleyeng.com  
 FOR MWBE USE ONLY

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 UTILIZATION PLAN APPROVED:  YES  NO Date: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_ Project No. (if applicable): \_\_\_\_\_

Contract Award Date: \_\_\_\_\_  
 Estimated Date of Completion: \_\_\_\_\_  
 Amount Obligated Under the Contract: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 NOTICE OF DEFICIENCY ISSUED:  YES  NO Date: \_\_\_\_\_  
 NOTICE OF ACCEPTANCE ISSUED:  YES  NO Date: \_\_\_\_\_

**QUALIFICATIONS,  
RELEVANT EXPERIENCE AND  
PROFESSIONAL REFERENCES**

# PLUMLEY

## ENGINEERING

Civil and Environmental Engineering

### RELEVANT PROJECT EXPERIENCE

**Paper Mill Island, Baldwinsville, New York:** Designed support system for pre-manufactured aluminum dock ramps and specified dock ramp sections after presenting options to client. Project provided the handicapped with easy access to boat docks on the Seneca River near a popular concert venue/public park.

Contact: Stephen J. Darcangelo, P.E., Village Engineer  
Telephone: (315) 635-9665

**Riverwalk Trail, Camden, New York:** Assisted the Village of Camden with obtaining grant funding for the construction of a "River Walk Trail" along the West Branch of Fish Creek. Also provided grant administration services to the Village, in addition to preparing construction plans, details and specifications for the proposed development.

Contact: The Honorable William Ballou, Village Mayor  
Telephone: (315) 245-0560

**Mercer Park, Baldwinsville, New York:** Worked with the Village of Baldwinsville to design a path along the Seneca River, install a handicapped accessible fishing platform, complete approximately 140 feet of shoreline erosion mitigation, and make improvements to an existing launching ramp for kayaks and canoes.

Contact: Stephen J. Darcangelo, P.E., Village Engineer  
Telephone: (315) 635-9665

**Capital Steps, Rome, New York:** Provided design and construction administration services for a green infrastructure project in the City of Rome. Worked closely with State agencies and the City to design a new parking lot and public space while minimizing stormwater runoff from the site.

Contact: Matthew Andrews, City of Rome Planning Coordinator  
Telephone: (315) 339-7628

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8232 LOOP ROAD, BALDWINVILLE, NY 13027  
Telephone: (315) 638-8587 Fax: (315) 638-9740

200 NORTH GEORGE STREET, ROME, NY 13440  
Telephone: (315) 281-1005 Fax: (315) 334-4394

Internet: [www.plumleyeng.com](http://www.plumleyeng.com)

## CURRICULUM VITAE

JOEL D. PLUMLEY, P.E.

### QUALIFICATIONS AND EXPERIENCE

1985-Present **PLUMLEY ENGINEERING, P.C.**  
Baldwinsville, New York

Founder and President of Plumley Engineering, P.C.

1983-1985 **PARRATT-WOLFF, INC.**  
East Syracuse, New York

Project Manager for a variety of geotechnical and hydrogeological projects in the areas of hazardous waste, contaminated groundwater, groundwater supply and geotechnical engineering.

1980-1983 **DAMES AND MOORE**  
Baldwinsville, New York

Project Manager and Principal Investigator on various geotechnical and hydrogeological projects, including Nine Mile II.

1977-1979 **HAZEN & SAWYER ENGINEERS**  
New York, New York

Assistant Resident Engineer for various wastewater/sewage treatment projects, including construction of the Peekskill, New York Wastewater Treatment Plant.

### EDUCATION

1974 A.A.S. Civil Technology  
Mohawk Valley Community College  
Utica, New York

1980 B.S. Civil Engineering  
Syracuse University  
Syracuse, New York

**REGISTRATION**

Professional Engineer  
Licensed in the States of New York and Pennsylvania

**MEMBERSHIPS**

- American Council of Engineering Companies /  
New York Association of Consulting Engineers, Inc.  
[Past President of the Central New York Region]
- American Society of Civil Engineers [Past Director, Central New York Chapter]
- New York Association of Consulting Engineers, Inc.  
Standards of Practice Committee [Past Chairman, State-Wide]
- National Society of Professional Engineers
- ASFE/Professional Firms Practicing in the Geosciences
- American Water Works Association
- Construction Specifications Institute
- American Railway Engineering and Maintenance-of-Way Association (AREMA)
- Adirondack Railway Preservation Society  
[Member, Former Chief (Civil) Engineer and Former Vice President of the Board of  
Directors]
- Northwest YMCA [Past Member, Board of Managers]

## CURRICULUM VITAE

JULIAN F. CLARK, P.E.

### QUALIFICATIONS AND EXPERIENCE

10/91-Present **PLUMLEY ENGINEERING, P.C.**  
Baldwinsville, New York

As Managing Engineer for the Civil Department, responsible for management of all civil projects, as well as completing design and construction management for various civil engineering projects. A partial listing of representative projects is provided.

- Development of small to large residential subdivisions. Responsibilities include preparing contract drawings meeting the requirements of the governing municipalities (zoning and subdivision regulations), designing utilities to serve the projects, completing road alignment design, preparing drainage and grading plans, corresponding with the client and municipalities, assisting with the bidding process and providing construction management.
- Development projects of various sized properties for small companies to large industries. Responsibilities include obtaining site plan approval from the local municipality, preparation of contract documents (paving, grading and drainage design), utility coordination and providing construction management.
- Design of municipal sewage disposal and water distribution systems. The work involves sizing pipes and appurtenances, sizing wet wells and pump stations for sewer mains, design of water and wastewater treatment systems, wastewater sampling and flow monitoring, obtaining regulatory approvals, completing construction drawings and specifications, assisting with the ordering of materials and general construction coordination.
- Stormwater management and erosion and sediment control systems design for convenience store companies, petroleum companies, land developers, industrial and manufacturing companies and financial institutions.
- Prepared New York State Department of Environmental Conservation (DEC) State Pollutant Discharge Elimination System (SPDES) Permits for Industrial and Construction Activities, including development of Stormwater Pollution Prevention Plan (SWPPP) and completion of Notice of Intent.
- Environmental assessments and permitting of various development projects, including completion of State Environmental Quality Review Act (SEQRA)

forms, environmental impact statements, wetland permit applications, stream disturbance permit applications, dam safety permit applications and others.

- Highway access issues, including New York State Department of Transportation (DOT), County and local highway work permitting, preparation of traffic maintenance plans, traffic studies and other transportation-related issues.

### **EDUCATION**

May 1991 Bachelor of Science Degree in Civil Engineering  
Clarkson University  
Potsdam, New York

### **REGISTRATION**

Professional Engineer Licensed in the State of New York

### **MEMBERSHIPS**

- American Society of Civil Engineers
- Water Environment Federation
- New York Planning Federation

## CURRICULUM VITAE

MATTHEW G. TOMPKINS, E.I.T.

### QUALIFICATIONS AND EXPERIENCE

06/12-Present **PLUMLEY ENGINEERING, P.C.**  
Baldwinsville, New York

As a Staff Engineer for the Civil Department, responsible for contribution to many civil projects, as well as completing design aspects for various civil engineering projects. A partial sampling of completed projects is provided below:

- Analysis and design of building foundations, as well as other structural components. Work has included completion of special inspections, obtaining regulatory approvals, and working closely with contractors to mitigate design issues and ensure design functionality.
- Preparation of geotechnical reports, including boring log interpretation, pavement section design, soil bearing capacity and other soil property calculations, as well as Seismic Site Class determination.
- Bridge repair design, including preparation of contracts and specifications for bridge rehabilitation projects. Work has included coordination with contractors and vendors to ensure on-time delivery of materials and completion of projects, as well as construction inspection and administration.
- Development of small to large residential subdivisions. Responsibilities include preparation of contract drawings meeting the requirements of the governing municipalities (zoning and subdivision regulations), preparation of drainage and grading plans, and correspondence with the client and municipalities.
- Design of both commercial and residential septic systems. The work has involved completing site investigations, as well as the sizing of septic tanks and absorption fields, obtaining regulatory approvals, and completing construction drawings and specifications.
- Stormwater management and erosion and sediment control systems design for convenience store companies and land developers. This work includes preparation of New York State Department of Environmental Conservation (DEC) State Pollutant Discharge Elimination System (SPDES) Permits for Industrial and Construction Activities.

- Environmental assessments and permitting of various development projects, including completion of State Environmental Quality Review Act (SEQRA) forms and wetland permit applications.
- Highway access issues, including New York State Department of Transportation (NYSDOT), County and local highway work permitting.

### **EDUCATION**

May 2012 Bachelor of Science Degree in Civil Engineering  
Professional Concentration in Structural Engineering  
Professional Concentration in Architectural Engineering  
Professional Concentration in Construction Engineering Management  
Minor in Mathematics  
Clarkson University  
Potsdam, New York

### **REGISTRATION**

Engineer in Training in the State of New York

## CURRICULUM VITAE

GEOFFREY A. HILLENBRAND, E.I.T.

### QUALIFICATIONS AND EXPERIENCE

06/07-Present **PLUMLEY ENGINEERING, P.C.**  
Baldwinsville, New York

As a Staff Engineer for the Civil Department, responsible for contribution to many civil projects, as well as completing design aspects for various civil engineering projects. A partial sampling of completed projects are listed below:

- Development of small to large residential subdivisions. Responsibilities included preparing contract drawings that met the requirements of the governing municipalities (zoning and subdivision regulations), designing utilities to serve the projects, completing road alignment design, preparing drainage and grading plans, corresponding with the client and municipalities, and assisting with the bidding process.
- Design of municipal and private sewage disposal and water distribution systems. The work has involved sizing pipes and appurtenances, design of water and wastewater treatment systems, obtaining regulatory approvals, and completing construction drawings and specifications.
- Development projects of various sized properties for small companies to large industries. Responsibilities include obtaining site plan approval from local municipality, preparation of contract documents (paving, grading and drainage design), and utility coordination.
- Stormwater management and erosion and sediment control systems design for convenience store companies, petroleum companies, land developers, industrial and manufacturing companies and financial institutions. As part of this work, prepared New York State Department of Environmental Conservation (DEC) State Pollutant Discharge Elimination System (SPDES) Permits for Industrial and Construction Activities. As part of the SPDES Permits, green infrastructure techniques were implemented to limit the impacts of development on the environment.
- Environmental assessments and permitting of various development projects including completion of SEQRA forms and wetland permit applications.

- Highway access issues including New York State Department of Transportation (DOT), County and local highway work permitting, preparation of traffic maintenance plans, traffic studies and other transportation-related issues.
- Third party review of submitted materials to local and regional governmental entities. Responsibilities included the review of design plans and documents for substantial compliance with the appropriate rules and regulations. Review work included sewage disposal systems, water distribution systems, swimming pool installations and other land development projects.
- Environmental Compliance for a variety of Industrial Use developments. Responsibilities included implementation of Best Management Practices to address potential environmental impact concerns or to provide remedial actions.

#### **EDUCATION**

May 2007      Bachelor of Science Degree in Civil Engineering  
State University of New York at Buffalo  
Buffalo, New York

#### **REGISTRATION**

Engineer in Training in the State of New York

RESOLUTION NO. 83

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH HIGHLANDER CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$2,351,983.55

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

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of Highlander Construction, Inc., for construction services relating to the Martin Street Sanitary Sewer Extension, for a total amount not to exceed to \$2,351,983.55; 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 Highlander Construction, Inc., for construction services relating to the Martin Street Sanitary Sewer Extension, for a total amount not to exceed to \$2,351,983.55.

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

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

ADOPTED: DEFEATED:

BID  
FOR THE CONSTRUCTION OF  
MARTIN STREET SANITARY SEWER EXTENSION

TO THE CITY COUNCILORS, CITY OF ROME

The undersigned hereby declares that he has carefully examined all Bidding and Contract Documents and that he has personally inspected the actual location of the Work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understand that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Advertisement for bids and the Documents relating thereto, the Bidder hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned further agrees to accept the unit prices, if any, set forth, as full payment for or the amount of credit to the Owner for, any deletions, additions, modifications or changes to the portion or portions of Work covered by said unit prices.

The undersigned agrees to complete the work within one hundred eighty (180) calendar days after the notice to proceed with the work is issued. In the event the undersigned fails to complete the work within said one hundred eighty (180) calendar days, or within the time to which such completion shall have been extended in accordance with the Contract Documents, he agrees to pay to the Owner as liquidated damages the sum of \$100 for each calendar day the work is not completed plus such additional engineering and inspection expenses as may be incurred by the Owner.

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
1.1	SECTION 1 - <u>FIXED MAXIMUM LUMP SUM ITEMS</u> Mobilization	Lump Sum	Forty-Three Thousand Dollars No Cents	\$43,000.00	\$ 43,000.00
2.1	SECTION 1 - <u>FIXED MINIMUM UNIT PRICE ITEMS</u> Select Fill a. Type "B"	425 cy	Twenty <del>four</del> <del>twelve</del> Dollars No Cents	24.00 <del>\$12.00</del>	\$ 10,200.-
	b. Type "E"	8,000 cy	Sixteen <del>ten</del> Dollars Twenty <del>ten</del> Cents	16.30 <del>\$10.00</del>	\$ 130,400.-
	c. Type "F"	6,300 cy	Twenty <del>two</del> <del>fifteen</del> Dollars Seven <del>eight</del> <del>four</del> <del>two</del> Cents	22.75 <del>\$15.00</del>	\$ 143,325

BID  
CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
2.2	Leakage Tests	6,652 lf	<u>Two</u> Dollars <u>No</u> Cents	<u>\$2.00</u>	\$ 13,304 -
2.3	Restoration of Surfaces a. In Pavement	5,473 lf	<u>Twenty</u> Dollars <u>No</u> Cents	<u>\$20.00</u>	\$ 109,460 -
	b. Outside Pavement	956 lf	<u>Five</u> Dollars <u>No</u> Cents	<u>\$5.00</u>	\$ 4,780 -
2.4	Miscellaneous Excavation	50 cy	<u>Sixty Two</u> <del>21</del> Dollars <u>No</u> Cents	<u>62.00</u> <del>\$10.00</del>	\$ 3,100 -

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
2.5	Concrete Class "C"	10 cy	ONE Hundred <del>One Hundred</del> Dollars	150 <sup>00</sup> <del>\$100.00</del>	\$ 1,500 <sup>-</sup>
2.6	Wood Sheeting and Bracing Left In Place	500 sf	Seven Dollars No Cents	\$7.00	\$ 3,500 <sup>-</sup>
3.1	<u>SECTION 3 - UNIT PRICE ITEMS</u> Excavation Below Subgrade	400 cy	TEN Dollars No Cents	\$ 10 <sup>00</sup>	\$ 4,000 <sup>-</sup>
3.2	Trenching For Sanitary Sewer Pipe a. 0-8 feet Depth	1,383 lf	Thirty THREE Dollars Eighty Five Cents	\$ 33 <sup>45</sup>	\$ 46,261 <sup>35</sup>

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
	b. 8-12 feet Depth	2,456 lf	<i>Forty</i> Dollars <i>Seventy</i> Cents	\$ 40 <sup>70</sup> / -	\$ 99,959.20
	c. Over 12 feet Depth	2,590 lf	<i>Ninety</i> <i>Eight</i> Dollars <i>NO</i> Cents	\$ 98 <sup>00</sup> / -	\$ 253,820
3.3	Sanitary Sewer Pipe and Specials		<i>ONE Hundred</i> <i>Thirty Six</i> Dollars <i>NO</i> Cents	\$ 136 <sup>00</sup> / -	\$ 779,416
	a. 8-inch Diameter, SDR-35, PVC	5,731 lf	<i>Three</i> Dollars <i>NO</i> Cents	\$ 3 <sup>00</sup> / -	\$ 2028-
	b. 6-inch Diameter, SDR-35, PVC	676 lf			

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
	c. 8-inch X 6-inch PVC Wyes	34 ea	Thirty Six Dollars NO Cents	\$ 36 <sup>00</sup>	\$ 1224 <sup>00</sup>
	d. 6-inch PVC End Plugs	34 ea	TEN Dollars NO Cents	\$ 10 <sup>00</sup>	\$ 340 <sup>00</sup>
	e. 6-inch PVC Bends	34 ea	TEN Dollars NO Cents	\$ 10 <sup>00</sup>	\$ 340 <sup>00</sup>
3.4	6-inch Force Main Including Trenching	245 lf	Ninety Four Dollars NO Cents	\$ 94 <sup>00</sup>	\$ 23,030 <sup>00</sup>

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
3.5	Bored Crossings a. 24-inch Steel Casing	223 lf	<i>Five Hundred Ninety</i> Dollars <i>NO</i> Cents	\$ 590 <sup>00</sup> -	\$ 131,570-
3.6	Manholes 0-8 feet Depth a. Type "A"	27 ea	<i>Four Thousand NINE Hundred</i> Dollars <i>NO</i> Cents	\$ 4,900 <sup>00</sup> -	\$ 132,300-
	b. Type "D"	3 ea	<i>NINE Thousand Three Hundred Seventy</i> Dollars <i>NO</i> Cents	\$ 9,370 <sup>00</sup> -	\$ 28,110-
3.7	Additional Depth Manholes in Excess of 8 feet a. Type "A"	66 lf	<i>ONE Hundred</i> <i>Eighteen</i> Dollars <i>NO</i> Cents	\$ 114 <sup>00</sup> -	\$ 7,524-

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
	b. Type "D"	22 lf	Six Hundred Thirty Six Dollars	\$ 136 <sup>00</sup> -	\$ 2992 -
3.8	Sewer Lateral Transfers	4 ea	Six Thousand Five Hundred Dollars	\$ 1500 <sup>00</sup> -	\$ 6,000 -
4.1	SECTION 4 - LUMP SUM PRICE ITEMS Clearing	Lump Sum	Six Thousand Two Hundred Dollars	\$ 6200 <sup>00</sup> -	\$ 6,200 -
4.2	Wastewater Pumping Station	Lump Sum	Two Hundred and Sixty Four Thousand Dollars	\$ 294,000 <sup>00</sup> -	\$ 294,000 -

BID

CITY OF ROME

MARTIN STREET SANITARY SEWER EXTENSION

PI NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OR LUMP SUM PRICE		TOTAL AMOUNT
			WORDS	FIGURES	
4.3	Flow Meter Manhole	Lump Sum	<i>Three Thousand</i> Three Hundred Dollars <i>NO</i> Cents	\$ 13,300 <sup>00</sup>	\$ 13,300 <sup>00</sup>
4.4	Sewer Abandonment & Equipment Transfer	Lump Sum	<i>Fifty Seven</i> Thousand Dollars <i>NO</i> Cents	\$ 57,000 <sup>00</sup>	\$ 57,000 <sup>00</sup>

GRAND TOTAL BID	\$ <u>2,351,983</u> (Price in Figures)
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BID

The undersigned will, within fifteen days after Award, execute and deliver the Contract or Contracts in the form of the Agreement attached hereto.

The undersigned hereby designates as his office to which such notice of Award may be mailed, telegraphed or delivered:

Highlander Construction Inc  
5774 Kester Road  
Memphis, New York 13112

The undersigned further agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

The undersigned acknowledges the receipt of the following addenda, but he agrees that he is bound by all addenda whether or not listed herein.

Addendum No.	Date of Addendum
#1	12/23/15

Accompanying this proposal is bid security in the amount of \$ 5%; said security is in the form of \$ \_\_\_\_\_ cash, \$ \_\_\_\_\_ certified check or checks, and \$ 5% Bid Bond which shall become the property of the Owner, if, in case this proposal shall be accepted by the Owner, the undersigned shall fail to execute a Contract with and give the required bonds and insurance to the Owner within fifteen (15) days after Award.

1/6/16  
Dated

Highlander Construction Inc  
legal name of person, partnership, or corporation

By [Signature]  
Name and Title of Signatory  
John Youst V. Pres.

(Corporate seal, if any.  
If no seal write  
"No Seal" across this  
place and sign.)

Address Highlander Construction  
5774 Kester Road  
Memphis NY 13112

BID

(Attach Bid Security Here)

RESOLUTION ACCOMPANYING BID

(Corporate Bidders Only)

To: City of Rome  
(Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of Highlander Construction a corporation incorporated under the laws of the State of New York duly called and held on the 7th day of January, 2016, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporation and are in accordance with the certificate of incorporation and the by-laws and are now in full force and effect:

RESOLVED THAT John Doust V. PRES be and hereby is authorized to sign and submit the bid proposal of this corporation for the following project:

Martin Street Sanitary Sewer

and to include in such bid proposal the certificate as to non-collusion required by law as the act and deed of such corporation, and for all inaccuracies or misstatements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

RESOLVED that the following officer(s) of this corporation is/are authorized on behalf of this corporation to sign the bid proposal and the contract:

Brad Olivo John Doust  
(Authorized Officer(s))

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolutions are as follows:

NAME	TITLE
<u>Brad Olivo</u>	<u>PRES</u>
<u>John Doust</u>	<u>V. PRES</u>
	Secretary: <u>[Signature]</u>
	Dated: <u>1/7/16</u>

(Corporate seal)  
(If no seal write "No Seal"  
across this place and sign)

(This Form Must Be Completed  
and Submitted with the Bid)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certify under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid, have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The foregoing statement is affirmed as true under penalty of perjury.

Name *John J. Pires* *John J. Pires*

Title *V. Pres*

Date: *1/7/16*

For the Bidder *Highlander Construction*

(Corporate seal, if any.  
If no seal write  
"No Seal" across  
this place and sign.)

(This Form Must Be Completed  
and Submitted with the Bid)

RESOLUTION NO. 84

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH FOR AN AMOUNT NOT TO EXCEED \$702,268.00

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

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the professional services of CDM Smith, for engineering design services for the Railroad Street Interceptor Upgrades Project, for a total amount not to exceed to \$702,268.00; 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 CDM Smith, for engineering design services for the Railroad Street Interceptor Upgrades, for a total amount not to exceed to \$702,268.00, pursuant to their attached proposal which by this reference is made a part of this Resolution.

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

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

ADOPTED: DEFEATED:



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

September 15, 2015

Mr. David Marino  
Maintenance Supervisor  
City of Rome  
Water Pollution Control Facility  
7180 East Dominick St.  
Rome, New York 13440

Subject: Proposal for Railroad Street Interceptor Upgrades Project

Dear Mr. Marino:

On behalf of Camp Dresser McKee & Smith (CDM Smith), we are pleased to present our proposal for providing professional design engineering services for upgrades to the existing Railroad Street Interceptor Sewer to relieve flooding issues in Bouck Street, reduce infiltration and inflow entering the interceptor sewer and provide additional capacity for future economic growth.

### **Project Understanding**

The existing Railroad Street Interceptor, consisting of approximately 12,500 linear feet of interceptor sewer, ranging in size from 30-in to 48-in, and the Mohawk River Siphon (two parallel 24-in siphons), conveys wastewater flow from the High Level Pump Station (HLPS) to the wastewater treatment plant (WWTP). The interceptor experiences surcharge conditions during storm events along Bouck Street and Railroad Street. Despite previous interceptor modifications and rerouting of peak wet weather flows in this area, surcharging and sewer backups during extreme wet weather conditions still exist.

CDM Smith will develop design and construction documents based on the CDM Smith memorandum "Siphon and Interceptor Capacity Evaluation" dated May 22, 2012, and the recommended interceptor improvements alternative (Alternative 3B - new force main, new force main river crossing, new parallel gravity interceptor sewer commencing at the force main end, existing interceptor repairs, modifications to the existing HLPS (force main header pipe, flow meter), and pump station operations control logic modifications). The attached figure from the report provides an illustration of the proposed sewer alignment. This interceptor upgrade project addresses the interceptor capacity issues by providing the ability to convey the peak capacity of the HLPS, thus alleviating the surcharging conditions.





Mr. David Marino  
September 15, 2015  
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## Scope

### Task 1- Site Investigations

- **Existing Information.** CDM Smith will review and utilize any existing data (record drawings, mapping, flow data, soil borings, etc.) to the extent possible.
- **Survey.** Aerial survey will be provided by a surveying sub-consultant (MBE), with aerial flight anticipated for late fall 2015 or spring of 2016. Topographical mapping will be prepared for a 100-ft-wide strip along the entire sewer alignment with supplemental field survey at key locations (HLPS, Mohawk River crossing, Wastewater Treatment Plant and railroad crossings). Dig-Safely New York will be contacted and the utilities as marked in the field will be surveyed in addition to those clearly identifiable at the surface. CDM Smith will seek assistance from the City in identifying the location of City infrastructure prior to conducting the survey work. The surveyors will also pickup wetland limits of wetlands identified during the wetlands investigations, as well as boring locations performed under the geotechnical investigations.
- **Wetlands Investigations.** A site visit will be performed to determine the potential wetland impacts associated with the proposed sewer alignment and to flag the limits of wetlands prior to performance of the survey work. A summary memorandum of wetland conditions encountered and required permits for construction will be produced. Wetland mitigation plans or major changes in the sewer alignment to avoid wetland areas are not included in this scope. Should it be necessary to perform more expansive evaluations, modify the sewer alignment or perform mitigation measures, we will advise the City and provide an estimate for performance of the required work.
- **Geotechnical Investigations.** CDM Smith will subcontract with a drilling subcontractor to perform soil borings for the purposes of evaluating soil and groundwater conditions along the alignment of the sewer. The information gathered will be evaluated and used to make recommendations regarding the construction of the sewer, particularly focusing on trenchless construction methods for the river and railroad crossings, excavation support adjacent to the railroad and dewatering requirements. The drilling subcontractor will perform subsurface investigations consisting of soil borings and samples at the HLPS, the Mohawk River crossing, the two railroad crossings, the WWTP and select locations along the alignment of the proposed pipeline. Borings will be performed to a depth of at least 10 feet below the anticipated invert of the proposed pipeline, with the exception of the river and railroad crossings, which will extend to a depth of 25 feet below the invert of the pipeline. For the purposes of estimating the budget for this work, it is assumed that a single boring will be performed at the HLPS and the WWTP sites, while two borings (one upstream and one downstream) will be performed at each of the railroad and river crossings. An additional twelve borings will be performed for a total of 20 borings and a total length of about 600 feet. Additionally, a total of five of the borings will be





Mr. David Marino  
September 15, 2015  
Page 3

completed as ground water monitoring wells. It is expected that a majority of the borings will be made with a truck mounted rotary drill rig; however, there will be specific areas where the use of an ATV mounted rig will be required. Each borehole will be advanced using conventional hollow stem augers with continuous sampling via standard split spoon samplers to the scheduled terminal depth. Given the potential to encounter soft cohesive soils, the drilling contractor will have onsite Shelby Tubes that can be pushed to obtain relatively undisturbed samples of those materials. Upon completion of the subsurface investigation, samples will be selected and submitted to a geotechnical testing laboratory to better characterize the properties of the soils with regard to establishing design parameters associated with support of excavation during construction and implementation of trenchless technologies to cross beneath the Mohawk River and existing railroad. Prior to performance of the borings, the boring contractor will be required to contact Dig Safely NY to mark out utilities and other potential obstructions. CDM Smith will coordinate the mark out of the borings with the drilling subcontractor. CDM Smith will provide full time inspection of the drilling and sampling work to observe and document the subsurface conditions and to containerize soil samples for environmental contaminant analysis as further described in the section that follows. A technical memorandum will be developed summarizing the findings and recommendations for design and construction.

- **Environmental Soil Sampling Program.** The proposed alignment of the interceptor sewer is in close proximity to the railroad resulting in an increased risk for contamination of the surrounding soils. As a result, CDM Smith recommends that the City conduct an environmental soil sampling program. The purpose of the environmental soil sampling program is to perform an initial screening of the soil conditions and provide information supporting decisions on the final destination of the excavated soil. Environmental characteristics of the excavated soil will be a factor in deciding if the soil can be reused as backfill within the sewer trench, blended back into the site, disposed of off-site as clean fill, or disposed of off-site as contaminated fill. The testing to be performed under this proposal is limited to an initial screening and a technical memorandum will be prepared summarizing the findings and providing recommendations for moving forward. Should the testing results indicate potential concerns or risks to the City, additional testing or alternative sewer alignments may need to be considered. Should additional investigations or a change in the sewer alignment be warranted, CDM Smith will advise the City accordingly and provide an estimate for performance of the required work.

Along the proposed 3-mile sewer route, there are approximately twenty (20) locations where geotechnical information is critical to the design [High Level Pump Station, Wastewater Treatment Plant, river and railroad crossings, and potential geotechnical problem areas]. Environmental soil sampling will coincide with the geotechnical soil testing areas for collection efficiency and cost effectiveness purposes. One environmental sample will be collected for every five feet of boring depth up to a depth of 15 feet. Samples will be coordinated



and collected by the drilling subcontractor. Analyses will be completed by a New York State environmentally-accredited laboratory for each soil sample and will include Heavy Metals (EPA Method 6010/7000), Volatile Organic Compounds (VOCs; EPA Method 8260), Semi-Volatile Organic Compounds (EPA Method 8270), and Polychlorinated Biphenyls (PCBs; EPA Method 8082). Quality Assurance/Quality Control (QA/QC) samples including one field duplicate, one Matrix Spike (MS), one Matrix Spike Duplicate (MSD), and one trip blank (VOCs only) will be collected and analyzed for every 20 total samples (minimum of one per event). Soil within the five foot boring length will be composited to prepare each sample for the analyses with exception to the VOCs. A discrete sample will be collected for each of the VOC samples. In summary, a total of 60 samples will be taken and analyzed for heavy metals, VOCs, SVOCs, and PCBs using the test methods identified above. QA/QC sampling and testing will include three field duplicates, three MS samples and three MSD samples. One trip blank was assumed for the VOC sampling.

- **Easement Acquisitions.** Develop a preliminary listing of easement and/or property acquisitions that may be required for construction of the project. Work will require coordination with the City to identify potential properties and property owners. A meeting will be held with the City to review the required easements and make decisions on the final sewer alignment.

#### **Task 2 – Preliminary Design**

- **Finalize Sewer Alignment.** From the concepts developed in the technical memorandum, CDM Smith will evaluate and refine the preliminary pipeline alignment plan for review and final approval by the City. A site walk will be performed with City staff to finalize the pipe route options. It is anticipated that the project will consist of approximately 1,400 linear feet of new 20-in force main extending from the HLPS to the Mohawk River, 5,400 linear feet of 30-in HDPE interceptor, 5,800 linear feet of 42-in HDPE interceptor, one river crossing by trenchless methods and two railroad crossings (one by trenchless methods and the second by open cut methods).
- **Pump Station Modifications.** CDM Smith will review existing pump station information and perform pump tests to verify existing pump and system curves. Pump station process and instrumentation diagrams will be developed for future pump and VFD operational requirements. Designs will be developed for modifications to the header piping, system controls and a new meter pit in the yard.
- **Prepare 30% Design Report.** The 30% Design Report will provide a recommended plan upon which the contract documents will be designed. The report will summarize the basis of design for the pump station and interceptor upgrades, evaluate potential for water hammer and make recommendations for air release manholes along the force main. The report will also address the gravity sewer design and discuss sewer construction methods along the sewer alignment

and for the river and railroad crossings. The report will also summarize the required, easements and/or permits to be acquired. Quantity takeoffs will be performed and an engineer's opinion of probable construction cost will be developed. The Basis of Design Report will be submitted to the City for review and a meeting will be held to address comments and revise the report prior to submission to NYSDEC and NYSEFC.

- **Prepare 30% Design Documents.** Contract drawings will consist of a project area location map, general notes, plans and profiles of proposed pipelines developed at a scale of 1 in. = 30 ft. horizontal and 1 in. = 5 ft. vertical, pump station modifications (plans and sections), maintenance and protection of traffic plans, and miscellaneous details. Develop a Table of Contents (Division 0 to 16 format) for technical specification sections. Four (4) copies of the 30% Design Report and Documents will be provided to the City two weeks in advance of the design review meeting to provide the City with sufficient time to review the documents and prepare comments.
- **30% Design Review Meeting.** CDM Smith will conduct a meeting with the City to present the 30% Design and discuss any review comments with the City. CDM Smith will prepare minutes and circulate them to those in attendance following the meeting.

### **Task 3 – Environmental Reviews, Easements, Permits and Regulatory Approvals**

Under this task, CDM Smith will provide technical assistance to the City for procuring the following approvals, easements, permits and rights-of-way. All costs for permit fees, administrative and technical reviews, inspection services, property easement acquisitions, and other associated services required or associated with procuring the following approvals, properties and permits are not included in our engineering services design fees and will be the responsibility of the City.

- **New York State Environmental Quality Review Act (SEQRA).** CDM Smith will complete the Full EAF and assist the City in performing the required notifications and completing the SEQRA process. It is anticipated that upon completion of the Full Environmental Assessment Form (EAF), the project will be classified as an Unlisted Action with no significant impacts, resulting in a negative declaration. It is assumed that the City will serve as the lead agency and that it will not be necessary to prepare an Environmental Impact Statement or hold a public hearing.
- **Permit applications and regulatory approvals.** CDM Smith will prepare and submit permit applications for the following anticipated permits and approvals:
  - **NYSDEC Plan Review.** As the project consists of new construction, NYSDEC will require submission of an engineering basis of design report (BODR) and 30% Design Documents for their review and approval. 60% and 90% Design Documents will also



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need to be submitted as the design progresses. NYSDEC review comments will be addressed as appropriate.

- **Joint Army Corps/NYSDEC Permit.** A Joint Army Corps and NYSDEC stream crossing/wetland permit will be prepared and submitted on behalf of the City for the crossing of the Mohawk River. Minor wetland impacts along the sewer alignment will also be addressed in this permit. Review comments and requested revisions will be addressed as appropriate. Should major impacts to wetlands be identified during the wetland field investigations, CDM Smith will advise the City of the issues and provide recommendations, and additional scope and budget requirements, if necessary to address mitigation of wetland impacts.
- **Right-of-entry permits, crossing and easement agreements.**
  - **NYSDOT right-of-entry permit, crossing and easement agreements.** CDM Smith will provide technical assistance to the City in acquiring right-of-entry permits and easements for engineering and proposed construction activities to be performed within NYSDOT right-of-ways for Erie Boulevard East and Route 365. We will also prepare and submit the required technical documentation and attend two meetings with NYSDOT to review the project and discuss means and methods of constructing the interceptor sewer within NYSDOT rights-of-way.
  - **Railroad right-of-entry permit, crossings and easement agreements.** The proposed sewer alignment parallels and crosses the railroad multiple times. Although there is limited activity along the railroad and associated spurs, it will be necessary to coordinate the proposed construction with the railroad and the industries that receive material and equipment deliveries via rail. CDM Smith will provide technical assistance to the City in acquiring right-of-entry permits and easements for engineering and proposed construction activities to be performed within the railroad right-of-way. We will also prepare and submit the required technical documentation and attend two meetings with the railroad and impacted industries to review the project and discuss scheduling and means and methods of constructing the interceptor sewer within the railroad rights-of-way.
  - **New York State Office of General Services (NYSOGS) Easement.** An easement will be required from NYSOGS for the force main crossing of the Mohawk River. CDM Smith will provide technical assistance and survey support for acquiring the easement from NYSOGS. We will also prepare and submit the required technical documentation and attend two meetings with the NYSOGS to review the project and discuss means and methods of constructing the interceptor sewer.



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- **Private property easements.** Under this task, CDM Smith will finalize easement and/or property acquisition requirements based on the final agreed upon sewer alignment. Technical assistance will be provided to the City for obtaining necessary easements. For the purposes of budgeting this work, we have assumed that three easements will be required from private property owners. Draft plans of the required easements will be developed for each of the three properties. CDM Smith will attend a meeting with the City to discuss the proposed easement limits. Upon finalizing the proposed easements with the City, we will attend individual meetings with each of the property owners to present the easement needs, discuss construction impacts, finalize the sewer alignment, and discuss easement limits and terms to be included in the easement agreements. A total of four meetings have been budgeted under this task.

In addition, we have included an allowance of \$15,000 for our survey sub-consultant to perform records searches, field location of property limits and development of plot plans and easement descriptions. Upon developing the list of properties or easements to be acquired under Task 1, we will develop a detailed scope and proposal for the performance of the work necessary to develop the plot plans and descriptions for use by the City attorney's office in acquiring the required sewer easements. Should it be necessary to expand the scope and budget beyond what is proposed herein, we will notify the City accordingly.

#### **Task 4 - Develop Construction Documents**

- **60% Design Documents (plans, specifications, contract documents).** The design documents will be advanced to 60% complete and will incorporate requirements for all permits, easement agreements and approvals as they are developed under Task 4. At this point in the design, it is assumed that the sewer alignment and methods of construction will be finalized. The documents will primarily focus on plan details identifying the construction sequencing and phasing, materials and methods of construction and final sewer alignment and grade. Trenchless designs for railroad and river crossings will be developed. Trenchless methods to be evaluated will include jacking, directional drilling, and micro-tunneling. Pump station header pipe modifications, operations sequences and programming logic, meter pit design, instrumentation and power requirements will be developed. Preliminary technical specifications and front-end bid documents will also be developed. Review comments received on the 30% design submittal from property owners, utilities, railroad and NYSDOT will be incorporated into the design documents. The engineer's opinion of probable construction cost will also be updated to incorporate the details of the 60% design and adjust contingencies accordingly. A copy will be provided with the design documents.
- **60% Design Review Meeting.** CDM Smith will attend a meeting with the City to present the 60% Design and discuss any review comments with the City. Four (4) copies of the 60% Design





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Documents will be provided to the City two weeks in advance of the design review meeting to provide the City with sufficient time to review the documents and prepare comments.

- **90% Design Documents (plans, specifications, contract documents).** The design documents will be advanced to 90% complete and will incorporate requirements for all permits, easement agreements and approvals as they are developed under Task 4. Review comments received on the 60% design submittal from property owners, utilities, the railroad, NYSDOT, regulatory and funding agencies will be incorporated into the design documents. The documents will further develop the technical specifications and the front end boilerplate including the bid advertisement, information for bidders, bid forms, agreement, and special project conditions. The contract documents will also include New York State Wage Rates and associated requirements as well as provisions required by funding agencies such as Minority and Women Business Enterprise Goals, Equal Employment Opportunity Requirements and associated reporting requirements and forms. The engineer's opinion of probable construction cost will also be updated to incorporate the details of the 90% design and adjust contingencies accordingly. A copy will be provided with the design documents.
- **90% Design Review Meeting.** CDM Smith will attend a meeting with the City to present the 90% Design and discuss any review comments with the City. Four (4) copies of the 90% Design Documents will be provided to the City two weeks in advance of the design review meeting to provide the City with sufficient time to review the documents and prepare comments.
- **Finalize Bid Documents.** Contract documents and technical specifications will be finalized for use in soliciting bids in accordance with municipal bidding laws. It is anticipated that the contract will consist of a unit price contract. Contract details will be provided in the appendices of the construction documents. They will generally consist of a location map, site plan, sections and details, as required, to depict the work to be performed. It is anticipated that allowance bid items will be included, where appropriate, to cover unforeseen conditions.

#### **Task 5 – Bid Phase Services**

- **Bid Advertisement.** Prior to advertisement of bids, CDM Smith will provide 30 sets of bid documents to the City for distribution to prospective bidders and other interested parties. A bid advertisement will also be provided to the City for its use in advertising the bid in conformance with municipal bidding law.
- **Technical Support During Bid Phase.** CDM Smith will conduct a pre-bid meeting and site walk through with prospective bidders and the City to review the work and highlight key components of the project. Minutes of the meeting will be prepared and distributed to all plan holders and those in attendance at the meeting. The minutes will also be included with the addendum addressing contractor requests for information.





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- **Requests for Information.** Throughout the bid period, CDM Smith will provide responses to technical questions and requests for information. It is assumed that we will prepare/distribute one addendum to the Contract Documents.
- **Bid Review.** Upon receipt of bids, CDM Smith will review the bids, prepare the bid canvas and provide a report with our recommendations relating to the award of the contracts.

#### **Task 6 – Funding Assistance**

- **NYSEFC.** CDM Smith will provide technical support and prepare reports, plans and documentation for submission to NYSEFC in support of the City's application for Clean Water State Revolving Fund Low Interest Loans. Our scope assumes submission of three copies of the 30% Design Report and Design Documents as required for the funding application. We have also assumed that three (3) copies of the bid documents will be submitted at the 90% Design stage for final NYSEFC review and comments. Comments from NYSEFC will be incorporated into the bid documents as appropriate. Upon finalizing the bid documents, three (3) copies will be provided to NYSEFC for their records.
- **Green or Sustainable Funding.** An allowance budget of \$5,000 is included for the purposes of providing technical support and preparing documents for available green or sustainable funding opportunities that may become available throughout the course of the planning and design of this project.

#### **Engineering Design Fees**

A summary of the engineering design fees for each of the above referenced tasks follows.

Task 1	Site Investigations	\$ 256,919
Task 2	Preliminary Design	\$ 166,123
Task 3	Easements, Permits and Regulatory Approvals	\$ 97,366
Task 4	Develop Construction Documents	\$ 158,838
Task 5	Bid Assistance	\$ 9,326
Task 6	Funding Assistance	\$ 13,696
<b>Total Design Engineering Services</b>		<b>\$ 702,268</b>

To assist you in your review, Table 1 is attached with a breakdown of the estimated hours for completion of each of the proposed tasks, the personnel rates and direct expenses.





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**Estimated Budget for Construction Engineering and Field Services**

For the purposes of budgeting and pursuing financing for this project, CDM Smith has provided a preliminary estimate for budgeting construction engineering and field services. A formal proposal will follow the 90% design stage. Assumptions for the budget estimate are as follows.

Construction engineering services are assumed to include a pre-construction conference, review of contractor submissions, coordinating and conducting construction progress meetings, responses to contractor's requests for information, interpretation of contract requirements, review and processing of contractor payment applications and change orders, assistance with coordination between prime contractors, preparation of a punch list, issuance of certificate of substantial completion and project closeout.

Field services are assumed to include a resident engineer to monitor contractor performance and coordinate work with the City. We have assumed a construction production rate of 250 feet of pipe per week, which equates to a 12 month (52 week) construction schedule, full time (40 hours per week) resident engineer services, and an additional 4 months (16 weeks) of part-time services (20 hours per week) for a total of 3200 hours. We have also included 300 hours of geotechnical specialist field support to address the highway, railroad and river crossings, three of which we assume will be constructed using trenchless construction methods.

**Project Budget and Schedule**

For the purposes of budgeting the above project, we recommend that the City use a preliminary project budget of \$13,026,000. This estimate assumes that the above referenced work would be completed in a single construction project to be performed in 2017. A more detailed construction estimate will be prepared as the project design develops and construction details and schedule are better known. A summary of the estimated project budget is as follows:

Engineering Design Fee	\$ 702,268
Preliminary Construction Estimate (escalated 6% from previous estimate)	\$11,300,000
Construction Related Engineering Services (Preliminary Estimate)	\$ 585,640
Legal, Administration Cost Estimate (Assumed 3% of Construction)	\$ 438,000
<b>Total Project Budget Estimate</b>	<b>\$13,026,000</b>

We estimate that the design, permits and construction documents may be completed for bid within 12 months of contract execution.





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We appreciate this opportunity to submit our proposal for the Railroad Street Interceptor Upgrades project and look forward to the opportunity of working with you and your staff. Should you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeff Zdrojewski", with a long horizontal flourish extending to the right.

Mr. Jeff Zdrojewski, P.E., BCEE  
Client Service Manager/Associate Engineer

c: Mr. Frank Tallarino Jr., P.E. City Engineer/Commissioner of Public Works  
Ms. Nancy Oram Vigneault, P.E., BCEE, CDM Smith



RESOLUTION NO. 85

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES WITH REGARD TO THE CHILD ADVOCACY CENTER (REIMBURSEMENT UP TO \$91,015.20 TO CITY OF ROME)

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

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida Department of Social Services with regard to the Child Advocacy Center, whereby one Rome Police Officer shall be assigned to participate in the County's Child Advocacy Center; and

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services will reimburse the City of Rome the cost for providing such personnel in an amount not to exceed Ninety One Thousand Fifteen and 20/100 Dollars (\$91,015.20); and

BE IT FURTHER RESOLVED, that the term of this Agreement shall extend from January 1, 2016 to December 31, 2016, as more specifically defined in the attached agreement, which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse; and

WHEREAS, the Department is in need of a Law Enforcement Coordinator, to be the liaison between Oneida County Child Advocacy (CAC) and the Rome Police Department; and

WHEREAS, the Contractor has the interest and capability to provide a Law Enforcement Coordinator; and

WHEREAS, The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The Law Enforcement Coordinator (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multi Disciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinator shall be the liaison between Oneida County Child Advocacy Center, the Rome Police Department, the Oneida County Department of Social Services and the Oneida County District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the program case tracking system.
2. The Contractor shall provide one (1) full-time police officer to act as Law Enforcement Coordinator, assigned solely to the Child Advocacy Center for forty (40) hours per week.
3. The Law Enforcement Coordinator is responsible for the following job duties:
  - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
    - Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases;

- Assist as necessary and appropriate in the investigation of an MDT case;
  - Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
- B. Act as a liaison between the Oneida County Children Advocacy Center, the Oneida County District Attorney's Office, the Oneida County Department of Social Services, and various law enforcement agencies in matters relating to MDT cases:
- Develop and maintain professional, working relationships with all County agencies;
  - Confer with police agencies about the status of a criminal investigation of an MDT case;
  - Confer with the Oneida County District Attorney's Office about status of a prosecution of an MDT case;
  - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case;
- C. Attend case review.
- D. Enter criminal investigation and prosecution data and updates into the computer system.
- E. Keep current on issues relevant to job and take part in training opportunities when able.
- F. Work collaboratively with other Child Advocacy Center staff and MDT members.
- G. Compile and keep current list of local police agencies, team members and contact information.
- H. Perform all duties with sensitivity to the confidential nature of an MDT case.
- I. Contractor agrees that said police officer shall perform duties as Law Enforcement Coordinator as part of the Child Advocacy Center:
- a. Investigate allegations of the sexual abuse of children;
  - b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;
  - c. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the Oneida County District Attorney;
  - d. Gather and process evidence on cases assigned to police officer;
  - e. Work in tandem with the Oneida County Child Protective Services Caseworker at the Child Advocacy Center;
  - f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
  - g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement as deemed appropriate by the Contractor.
4. The Parties hereto agree to work together to meet the following goals at the Child Advocacy Center:
- A. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the Oneida County District Attorney's office;
  - B. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted

- and convicted;
- C. Decrease the number of necessary interviews with the child victim;
  - D. Decrease the level of trauma to the child victims and secondary victims;
  - E. Maintain a child-oriented interview setting;
  - F. Maintain accurate records of reports, arrests, prosecutions, and convictions;
  - G. Provide on-going training; and
  - H. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.
5. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement
6. The Department shall reimburse Contractor 80% for the services of the aforesaid police officer. The total annual cost of the officer to the Contractor is \$113,769.00 (\$76,125.00 for salary, \$26,644.00 for fringe benefits, \$8,000.00 for overtime and \$3,000 for gas). The County will reimburse the City of Rome 80% of the Actual costs, and said reimbursement shall not to exceed \$91,015.20. The remaining cost of the officers shall be the sole responsibility of the Contractor. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the Child Advocacy Administrator shall not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the Child Advocacy Administrator shall become the sole responsibility of the Contractor.
7. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.
8. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.
9. The term of this agreement shall be from January 1, 2016 through December 31, 2016. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

10. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.
11. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
12. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.
13. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**14. INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

B. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

E. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses except for the percentage of those costs already described herein.

16. Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

17. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

18. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.

19. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

\*\*\*\*\*

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

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

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

Agency: \_\_\_\_\_ City of Rome

Authorized Signature: \_\_\_\_\_

Jacqueline M. Izzo, Mayor

\*\*\*\*\*

# 18901

ROME POLICE DEPARTMENT  
2016 BUDGET

SALARY	\$ 76,125.00
FRINGE	\$ 26,644.00
OVERTIME	\$ 8,000.00
GAS	\$ 3,000.00
TOTAL	\$ 113,769.00

Total Cost Reimbursed by both Oneida County and City of Rome

Oneida County Share (80%)	\$91,015.20
City Share (20%)	\$22,753.80

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
- \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

**APPENDIX B**

**STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS**

**Personnel**

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

**Notices**

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - a. By certified or registered United States mail, return receipt requested;
  - b. By Facsimile transmission;
  - c. By personal delivery;
  - d. By expedited delivery service; or
  - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

#### REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

#### CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

*Rome Police Department  
Child Advocacy Center Participation*

# 18901  
1/1/16-12/31/16

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

## COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Rome

NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

3/18/16  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Created 4-24-12

*Rome Police Department  
Child Advocacy Center Participation*

# 18901  
1/1/16-12/31/16

**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of January, 2016, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an

*Rome Police Department  
Child Advocacy Center Participation*

# 18901  
1/1/16-12/31/16

officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

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appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

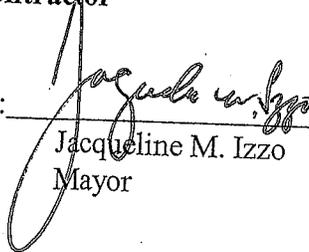
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

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

**Contractor**

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

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney

RESOLUTION NO. 86

AUTHORIZING BUDGETARY TRANSFER

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

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

**REASON: Cover retroactive COLA adjustment retroactive to January 1, 2015 for Common Council members.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1010.409	Common Council: Travel	\$1,150.00
AG1010.411	Common Council: Dues & Publications	800.00
AG1030.416	Board of Estimate: Advertising	500.00
AG1210.409	Mayor: Travel & Conferences	600.00
AG1210.801	Mayor: FICA	700.00
AG1210.414	Mayor: Supplies	250.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1010.151	Common Council: Salaries	\$4,000.00

**REASON: Cover 3 unplanned retirements in the Treasurer's Office**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9710.710	Interest Serial Bonds	\$25,500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.151	Treasurer: Salaries	\$25,500.00

**REASON: Cover higher than expected overtime in the Treasurer's Office**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1325.208	Treasurer: Equipment	\$250.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.153	Treasurer: Overtime	\$250.00

**REASON: Cover unexpected overtime in the Assessor's Office**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1355.409	Assessor: Travel & Conferences	\$60.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1355.153	Assessor: Overtime	\$60.00

**REASON: Cover promotion in the Clerk's Office after approval of 2015 budget and retroactive COLA adjustment for the Clerk to January 1, 2015.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1410.412	Clerk: Service Contracts & Repairs	\$1150.00
AG1410.411	Clerk: Dues & Publications	430.00
AG1420.409	Law: Travel & Conferences	1,720.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1410.151	Clerk: Salaries	\$3,300.00

**REASON: Cover unexpected overtime in the Clerk's Office.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	740.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1410.153	Clerk: Overtime	\$740.00

**REASON: Cover unexpected overtime in Corporation Counsel.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$40.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1420.153	Law: Overtime	\$40.00

**REASON: Cover higher than budgeted salary for position replacement in Administrative Services.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1430.151	Administrative Services: Salaries	\$800.00

**REASON: Cover higher than budgeted hours for part time position in Engineering.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$1,450.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.151	Engineering : Salaries	\$1,450.00

**REASON: Cover higher than expected overtime in Engineering.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.418	Law: Contract Services	\$2,520.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.153	Engineering: Overtime	\$2,520.00

**REASON: Cover higher than expected FICA in Engineering.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.418	Law: Contract Services	\$1,400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1440.801	Engineering: FICA & Medicare	\$1,400.00

**REASON: Cover retroactive COLA increase for former employee.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$1,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.151	Public Works :Salaries	\$900.00
AG1490.801	Public Works :FICA	100.00

**REASON: Cover higher than expected overtime in Public Works Administration.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1420.151	Law: Salaries	\$500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1490.153	Public Works Adm.: Overtime	\$500.00

**REASON: Cover error in Municipal Buildings budget.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.410	Municipal Buildings: Utilities	\$550.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.151	Municipal Buildings: Salaries	\$550.00

**REASON: Cover higher than expected overtime in Municipal Buildings.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1620.416	Municipal Buildings: Advertising & Printing	\$75.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1620.153	Municipal Buildings: Overtime	\$75.00

**REASON: Cover higher than budgeted hours for part time position in IT.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1680.208	IT : Equipment	\$1,860.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.151	IT : Salaries	\$1,860.00

**REASON: Cover error in IT budget.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1680.208	IT : Equipment	\$1,420.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1680.801	IT: FICA	\$1,420.00

**REASON: Cover higher than budgeted hours for Civil Service exam testing.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1989.421	Civil Service: Misc.	\$1,400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1989.151	Civil Service: Salaries	\$1,300.00
AG1989.801	Civil Service: FICA	100.00

**REASON: Cover higher than budgeted overtime hours for Fire.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.409	Fire: Travel & Conferences	\$5,200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3410.153	Fire: Overtime	\$5,200.00

**REASON: Cover higher than budgeted hours for part time personnel in Animal Control.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3510.412	Animal Control: Service Contracts & Repairs	\$500.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.151	Animal Control: Salaries	\$430.00
AG3510.801	Animal Control: FICA	70.00

**REASON: Cover higher than budgeted overtime for Animal Control.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3410.208	Fire: Equipment	\$2,800.00
AG3510.414	Animal Control: Supplies	1,300.00
AG3510.419	Animal Control: Gasoline	1,200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3510.153	Animal Control: Overtime	\$5,300.00

**REASON: Cover higher than budgeted overtime for Codes.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.151	Codes: Salaries	\$9,800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3620.153	Codes: Overtime	\$9,800.00

**REASON: Cover higher than budgeted overtime hours for Streets.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5110.153	Streets: Overtime	\$400.00

**REASON: Cover higher than budgeted Contract Services in Streets as a result of OPP training provided by MVCC.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$6,600.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5110.418	Streets: Contract Services	\$6,600.00

**REASON: Cover higher than budgeted CHIPS expenditures as a result of extra State Aid.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$104,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5112.209	CHIPS: Streets	\$104,000.00

**REASON: Cover higher than budgeted salaries in Electrical Dept. as a result of out of title pay to one employee while supervisor was out for an extended period.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.208	Electrical: Equipment	\$2,830.00
AG5138.412	Electrical: Service Contracts and Repairs	600.00
AG5138.414	Electrical: Supplies & Materials	590.00
AG5138.411	Electrical: Dues & Publications	330.00
AG5138.422	Electrical: Hardware & Small tools	100.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.151	Electrical: Salaries	\$4,350.00
AG5138.801	Electrical: FICA	100.00

**REASON: Cover higher than budgeted overtime for Electrical Dept.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5138.419	Electrical: Gasoline & Diesel	\$3,550.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5138.153	Electrical: Overtime	\$3,550.00

**REASON: Cover higher than budgeted salaries in Salary Dept. as a result of out of title pay to one employee.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5140.414	Sign Dept.: Supplies & Materials	\$880.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.151	Sign Dept.: Salaries	\$880.00

**REASON: Cover higher than budgeted overtime for Sign Dept.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5140.414	Sign Dept.: Supplies & Materials	\$130.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5140.153	Sign Dept.: Overtime	\$130.00

**REASON: Cover higher than budgeted salaries for Snow Removal.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5142.153	Snow Removal.: Overtime	\$450.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5142.151	Snow Removal.: Salaries	\$450.00

**REASON: Cover higher than budgeted salaries and overtime for Parking Operations.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5650.410	Parking Operations.: Utilities	\$1,700.00
AG5650.418	Parking Operations.: Contract Services	400.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG5650.151	Parking Operations: Salaries	\$2,000.00
AG5650.153	Parking Operations: Overtime	100.00

**REASON: Cover higher than budgeted overtime hours for Pools.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7180.151	Municipal Pool: Salaries	\$150.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7180.153	Municipal Pool: Overtime	\$150.00

**REASON: Cover higher than budgeted repairs for Pools.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7180.151	Municipal Pool: Salaries	\$50.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7180.412	Municipal Pool: Service Contracts & Repairs	\$50.00

**REASON: Cover higher than budgeted overtime hours for Arena.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG7181.151	Civic Arena: Salaries	\$200.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG7181.153	Civic Arena: Overtime	\$200.00

**REASON: Cover less than anticipated grant reimbursements in Planning Dept.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$30,000.00
AG5110.419	Streets: Gasoline & Diesel	\$24,800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.151	Planning: Salaries	\$51,000.00
AG8020.801	Planning: FICA	3,800.00

**REASON: Cover higher than anticipated retirement expense.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5110.151	Streets: Salaries	\$30,000.00
AG5110.419	Streets: Gasoline & Diesel	\$24,800.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.151	Planning: Salaries	\$51,000.00
AG8020.801	Planning: FICA	3,800.00

**REASON: Cover higher than budgeted salaries and FICA for Shade Trees.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG8560.204	Shade Trees: Land & Bldg.s	\$250.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8560.151	Shade Trees: Salaries	\$30.00
AG8560.801	Shade Trees: FICA	220.00

**REASON: Cover retroactive retirement award for former Hospital employee.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.800	Workers Compensation: General City	\$20,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9010.805	NYS Retirement: Hospital Retirees	\$20,000.00

**REASON: Cover higher than budgeted Fire Retirement expense.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9040.805	Workers Compensation: Hospital Retirees	\$21,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9015.806	NYS Retirement: Fire Retirees	\$21,000.00

**REASON: Cover higher than expected health insurance expenses.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9060.800	Hospital Insurance: General City	\$380,000.00
AG9060.800	Hospital Insurance: Administrative Fees	210,000.00
AG9950.908	Capital Projects Expense	97,000.00
AG9711.499	Debt Service Legal Fees	20,000.00
AG9710.710	Interest Serial Bonds	320,000.00
AG1620.42101	Municipal Bldg.: Park Drive Rental Property	10,000.00
AG1680.410	IT: Utilities & Fuel	10,000.00
AG1680.412	IT: Service Contracts & Repairs	20,000.00
AG1680.414	IT: Supplies & Materials	16,000.00
AG1680.418	IT: Contract Services	17,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.806	Hospital Insurance: Fire	\$320,000.00
AG9060.807	Hospital Insurance: City Retirees	660,000.00
AG9060.805	Hospital Insurance: Hospital Retirees	120,000.00

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

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

ADOPTED: DEFEATED:

RESOLUTION NO. 87

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BOND SCHOENECK AND KING FOR LEGAL REPRESENTATION FOR A TOTAL OF \$7,500.00

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

WHEREAS, Gerard F. Feeney, Corporation Counsel for the City of Rome, has recommended that the City of Rome, New York, enter into a professional services agreement with Bond, Schoeneck, and King, for the legal representation of the City of Rome, New York regarding an Article 78 proceeding, said legal services shall be billed at an hourly rate of \$250.00 for a maximum amount not to exceed \$7,500.00; and

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 professional services agreement with Bond, Schoeneck and King, for the legal representation of the City of Rome, New York regarding an Article 78 proceeding, at an hourly rate of \$250.00 for a maximum amount not to exceed \$7,500.00.

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

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

ADOPTED: DEFEATED:

RESOLUTION NO. 88

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH PATRICIA ELECTRIC, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 125 ADOPTED JUNE 13, 2013, FOR THE WATER FILTRATION UPGRADE PROJECT (DECREASE OF \$2,767.46)

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 125 adopted June 13, 2013, authorized the awarding of a contract to Patricia Electric, Inc., for electrical construction and work on the Water Filtration Upgrade Project, at a total contract amount of \$296,457.00; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, that Patricia Electric, Inc., be awarded Change Order No. 1 for this project, pursuant to the attached "Change Order No. 1" 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 Patricia Electric, Inc., pursuant to Resolution No. 125 adopted June 13, 2013, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, so as to modify the contract to allow for a decrease of \$2,767.46; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be a decrease to the contract amount of \$2,676.46, reducing the total contract price to \$293,689.54.

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

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

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

# Change Order No. 1

Date of Issuance: January 7, 2016

Effective Date: January 7, 2016

Project: <u>Water Filtration Plant Improvements</u> Contract: 2 - Electrical	Owner: <u>City of Rome, New York</u>	Owner's Contract No.: <u>DWSRF No. 17438</u>
Contractor: <u>Patricia Electric, Inc.</u>		Date of Contract: <u>July 29, 2013</u>
		Engineer's Project No.: <u>8614877.23</u>

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

See attached Description of Changes

**Attachments (list documents supporting change):**

See attached List of Attachments

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$296,456.60

Increase from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$0

Contract Price prior to this Change Order:

\$296,456.60

Decrease of this Change Order:

\$2,767.46

Contract Price incorporating this Change Order:

\$293,689.14

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 456

Ready for final payment (days or date): 486

Increase from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): None

Ready for final payment (days): None

Contract Times prior to this Change Order:

Substantial completion (days or date): 456

Ready for final payment (days or date): 486

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 456

Ready for final payment (days or date): 486

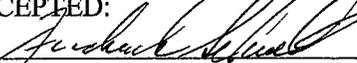
RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 1/7/16

Approved by Funding Agency:

ACCEPTED:

By:   
Owner (Authorized Signature)

Date: 2/5/16

ACCEPTED:

By:   
Contractor (Authorized)

Date: 1/12/16

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

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

**DESCRIPTION OF CHANGES:**

**Item 1:** Revise the quantities of the unit price items as follows:

<b>Bid Item</b>	<b>Original Quantity</b>	<b>New Quantity</b>	<b>Unit Price</b>	<b>Change in Contract Value</b>
BI-13, Low Voltage Conductor Terminals	100 each	0 each	\$1.00	(\$100.00)
BI-14A, Additional Conduit - 3/4-Inch Type "A" Conduit	50 linear feet	0 linear feet	\$8.00	(\$400.00)
BI-14B, Additional Conduit - 3/4-Inch Type "D" Conduit	50 linear feet	0 linear feet	\$1.50	(\$75.00)
BI-14C, Additional Conduit - 3/4-Inch Type "E" Conduit	20 linear feet	0 linear feet	\$12.38	(\$247.60)
BI-14D, Additional Conduit - 3/4-Inch Type "G" Conduit	70 linear feet	0 linear feet	\$8.00	(\$560.00)
BI-15A, Additional Conductor and Cable - No. 12, THWN	50 linear feet	0 linear feet	\$0.45	(\$22.50)
BI-15B, Additional Conductor and Cable - No. 14, THWN	50 linear feet	0 linear feet	\$0.40	(\$20.00)
BI-15C, Additional Conductor and Cable - 1C- 2#16 Shielded Instrumentation Cable	50 linear feet	0 linear feet	\$0.63	(\$31.50)
<b>Total</b>				<b>(\$1,456.60)</b>

**Credit: (\$1,456.60)**

**Item 2:** Credit for value remaining in the Electrical Contingency Allowance (Bid Item BI-16)

**Credit: (\$1,310.86)**

**TOTAL CHANGE ORDER NO. 1 (\$2,767.46)**