



BOARD OF ESTIMATE AND CONTRACT

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

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

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

BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

APRIL 28, 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. 89

A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE OF CITY OWNED PARCEL LOCATED AT 721 W. DOMINICK FOR \$13,300.00. Domenico

RES. NO. 90

B

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BAILEY'S KARATE SCHOOL, INC. FOR \$500.00. Korpela

RES. NO. 91

C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SIDEKICKS FAMILY KARATE FOR \$500.00. Korpela

RES. NO. 92

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DAVID BRUCE'S AMERICAN MARTIAL ARTS FOR \$500.00. Korpela

RES. NO. 93

E

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CHAD REESE FOR A SUMMER SOCCER CLINIC FOR \$1,000.00. Korpela

RES. NO. 94

F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JOHN SANTIAGO FOR A LIP SYNC BATTLE PROGRAM FOR \$1,000.00. Korpela

RES. NO. 95

G

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SUPER JUMP, INC. FOR \$1,500.00. Korpela

RES. NO. 96

H

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MACKENZIE WILLIAMS FOR YOUTH FIELD HOCKEY PROGRAM FOR \$750.00. Korpela

RES. NO. 97

I

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ALODIE FRENCH FOR YOUTH TUMBLING PROGRAM FOR \$1000.00. Korpela

RES. NO. 98

J

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ALODIE FRENCH FOR YOUTH DANCE/CHEER PROGRAM FOR \$750.00. Korpela

RES. NO. 99

K

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JASON NOWICKI FOR YOUTH STREET HOCKEY PROGRAM FOR \$750.00. Korpela

RES. NO. 100

L

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JASON NOWICKI FOR YOUTH BASEBALL PROGRAM FOR \$750.00. Korpela

RES. NO. 101

M

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME SELECT BASEBALL FOR YOUTH BASEBALL PROGRAM FOR \$1,000.00. Korpela

RES. NO. 102

N

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JOHNSON MCMAHON FOR YOUTH TENNIS PROGRAM FOR \$1,500.00. Korpela

RES. NO. 103

O

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,513.75). Schmidt

RES. NO. 104

P

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE DITCHING TO BE PROVIDED BY THE CITY OF ROME (REIMBURESMENT OF \$12,600.00). Schmidt

RES. NO. 105

Q

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JEFFERSON CONCRETE CORP. Keller

RES. NO. 106

R

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH EJ USA, INC. Keller

RES. NO. 107

T

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

RES. NO. 108

U

AUTHORIZING AN AMENDMENT TO A CONTRACT WITH PAYMENTUS CORPORTION PURSUANT TO RESOLUTION NO. 50 ADOPTED FEBRUARY 12, 2015. Nolan

RES. NO. 109

V

AUTHORIZING THE CORPORATION COUNSEL TO SETTLE TAX CERTIORARI PROCEEDINGS. Feeney

RES. NO. 110

W

AUTHORIZING SETTLEMENT OF COMPLAINT FILED WITH THE NEW YORK STATE DIVISION OF HUMAN RIGHTS AGAINST THE CITY OF ROME, NEW YORK FOR \$3,500.00. Feeney

RES. NO. 111

X

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ROME CLEAN AND GREEN FOR A RECYCLING, LITTER PREVENTION AND BEAUTIFICATION INITIATIVE FOR \$127,400.00. Mayor Izzo, DiMarco

RES. NO. 112

Y

AMENDING RESOLUTION NO. 42A ADOPTED FEBRUARY 11, 2016 REGARDING AN EXTENSION OF AN AGREEMENT WITH NORTHEAST UNIFORMS (CSEA, 1088, ATU). Feeney

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. 89

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE
OF CITY OWNED PARCEL LOCATED AT 721 W. DOMINICK FOR \$13,300.00

By _____ :

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

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 721 W. Dominick Street with Louis F. McIntosh for the rehabilitation of said property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 721 W. Dominick Street, Rome, New York, known as Tax Map No. 242.006-0005-020, in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Thirteen Thousand Three Hundred and 00/100 Dollars (\$13,300.00), said conveyance to take place following the contingencies hereinafter set forth; and

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

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

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

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

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

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 90

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BAILEY'S KARATE SCHOOL, INC. FOR \$500.00

By _____;

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Bailey's Karate Studio Inc., to conduct a two (2) week summer karate clinic at Bailey's Karate School from July 18, 2016 through July 27, 2016, for ages four (4) through 18, at a total amount not to exceed \$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 Bailey's Karate Studio Inc., to conduct a two (2) week summer karate clinic at Bailey's Karate School from July 18, 2016 through July 27, 2016, for ages four (4) through 18, at a total amount not to exceed \$500.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 91

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SIDEKICKS FAMILY KARATE FOR \$500.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Sidekicks Family Karate, to conduct a two (2) week summer karate clinic at the Side Kicks Family Karate Studio from August 1, 2016 through August 10, 2016, for ages four (4) through 18, at a total amount not to exceed \$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 Sidekicks Family Karate Studio, to conduct a two (2) week summer karate clinic at the Side Kicks Family Karate Studio from August 1, 2016 through August 10, 2016, for ages four (4) through 18, at a total amount not to exceed \$500.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 92

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DAVID BRUCE'S AMERICAN MARTIAL ARTS FOR \$500.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of David Bruce's American Martial Arts, to conduct a two (2) week summer karate clinic at David Bruce's American Martial Arts from July 5, 2016 through July 15, 2016, for ages four (4) through 18, at a total amount not to exceed \$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 David Bruce's American Martial Arts, to conduct a two (2) week summer karate clinic at David Bruce's American Martial Arts from July 5, 2016 through July 15, 2016, for ages four (4) through 18, at a total amount not to exceed \$500.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 93

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CHAD REESE FOR A SUMMER SOCCER CLINIC FOR \$1,000.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Chad Reese, to conduct a one week (1) RFA Varsity Soccer Clinic at Franklyn's Field from July 25, 2016 through July 15, 2016, for ages six (6) through 12, at a total amount not to exceed \$1,000.00; 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 Chad Reese, to conduct a one week (1) RFA Varsity Soccer Clinic at Franklyn's Field from July 25, 2016 through July 15, 2016, for ages six (6) through 12, at a total amount not to exceed \$1,000.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 94

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH JOHN SANTIAGO FOR
A LIP SYNC BATTLE PROGRAM FOR \$1,000.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of John Santiago to conduct a five (5) week Lip Sync Battle Program from July 15, 2016 through August 12, 2016, for all ages, at a total amount not to exceed \$1,000.00; 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 John Santiago, to conduct a five (5) week Lip Sync Battle Program from July 15, 2016 through August 12, 2016, for all ages, at a total amount not to exceed \$1,000.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 95

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SUPER JUMP, INC. FOR \$1,500.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Super Jump, Inc., to conduct a five (5) week Jr. Series at Franklyn's Field from July 6, 2016 through August 4, 2016, for ages four (4) through six (6), at a total amount not to exceed \$1,500.00; 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 Super Jump, Inc., to conduct a five (5) week Jr. Series at Franklyn's Field from July 6, 2016 through August 4, 2016, for ages four (4) through six (6), at a total amount not to exceed \$1,500.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 96

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MACKENZIE WILLIAMS FOR
YOUTH FIELD HOCKEY PROGRAM FOR \$750.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Mackenzie Williams, to conduct a five (5) week Youth Field Hockey Program from July 5, 2016 through August 4, 2016, for ages seven (7) through thirteen (13), at a total amount not to exceed \$750.00; 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 Mackenzie Williams, to conduct a five (5) week Youth Field Hockey Program from July 5, 2016 through August 4, 2016, for ages seven (7) through thirteen (13), at a total amount not to exceed \$750.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:-

RESOLUTION NO. 97

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH ALODIE FRENCH FOR YOUTH
TUMBLING PROGRAM FOR \$1000.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Alodie French, to conduct a five (5) week Youth Tumbling Program from July 5, 2016 through August 4, 2016, for ages four (4) through twelve (12), at a total amount not to exceed \$1,000.00; 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 Alodie French, to conduct a five (5) week Youth Tumbling Program from July 5, 2016 through August 4, 2016, for ages four (4) through twelve (12), at a total amount not to exceed \$1,000.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 98

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH ALODIE FRENCH FOR YOUTH
DANCE/CHEER PROGRAM FOR \$750.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York retain the services of Alodie French, to conduct a five (5) week Youth Dance/Cheer Program at Franklyn's Field from July 6, 2016 through August 5, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$750.00; 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 Alodie French, to conduct a five (5) week Youth Dance/Cheer Program at Franklyn's Field from July 6, 2016 through August 5, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$750.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 99

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JASON NOWICKI FOR YOUTH STREET HOCKEY PROGRAM FOR \$750.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Jason Nowicki to conduct a five (5) week Youth Street Hockey Program at John F. Kennedy Arena from July 5, 2016 through August 4, 2016, for ages eight (8) through thirteen (13), at a total amount not to exceed \$750.00; 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 Jason Nowicki, to conduct a five (5) week Youth Street Hockey Program at John F. Kennedy Arena from July 5, 2016 through August 4, 2016, for ages eight (8) through thirteen (13), at a total amount not to exceed \$750.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 100

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH JASON NOWICKI FOR YOUTH
BASEBALL PROGRAM FOR \$750.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Jason Nowicki, to conduct a five (5) week Youth Baseball Program at Franklyn's Field from July 6, 2016 through August 3, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$750.00; 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 Jason Nowicki, to conduct a five (5) week Youth Baseball Program at Franklyn's Field from July 6, 2016 through August 3, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$750.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 101

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH ROME SELECT BASEBALL FOR
YOUTH BASEBALL PROGRAM FOR \$1,000.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Rome Select Baseball, to conduct a five (5) week Youth Baseball Program at Franklyn's Field from July 6, 2016 through August 5, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$1,000.00; 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 Rome Select Baseball, to conduct a five (5) week Youth Baseball Program at Franklyn's Field from July 6, 2016 through August 5, 2016, for ages six (6) through twelve (12), at a total amount not to exceed \$1,000.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 102

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JOHNSON MCMAHON FOR YOUTH TENNIS PROGRAM FOR \$1,500.00

By _____:

WHEREAS, James W. Korpela, Director of the Department of Parks and Recreation for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Johnson McMahon, to conduct a five (5) week Youth Tennis Program at Franklyn's Field from July 5, 2016 through August 5, 2016, for ages five (5) through fifteen (15), at a total amount not to exceed \$1,500.00; 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 Johnson McMahon, to conduct a five (5) week Youth Tennis Program at Franklyn's Field from July 5, 2016 through August 5, 2016, for ages five (5) through fifteen (15), at a total amount not to exceed \$1,500.00, in conjunction with the City of Rome 2016 Summer Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 103

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE MOWING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$6,513.75)

By _____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend City labor and equipment for roadside mowing on the improved County Road System, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed \$6,513.75 for the term of the proposed agreement, namely, May 16, 2016 through November 1, 2016, and

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome has requested that an agreement be entered into between the City of Rome and the County of Oneida for the City's roadside mowing on the improved County Road System, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside mowing on a total of 17.37 miles of the improved County Road System within the City of Rome, New York, from May 16, 2016 through November 1, 2016, with the City to furnish labor and equipment at a rate of \$375.00 per mile for labor and equipment, see Roadside Mowing Agreement attached hereto, with a total reimbursement by the County to the City of Rome in an amount not to exceed \$6,513.75.

Seconded by _____:

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

ADOPTED:

DEFEATED:

ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "County"), and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 198 North Washington Street, Rome, New York 13440, (hereinafter called "City").

WHEREAS, the County proposes the City perform roadside mowing on the improved County road system located within the geographical boundaries of the City for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the City Board of the City has adopted a resolution authorizing the City to enter into this Agreement and thereby accepting the proposal of the County; now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and City agree as follows:

- 1) The term of this Agreement shall be from May 16, 2016 to November 1, 2016.
- 2) The City shall furnish machinery and labor to perform roadside mowing on the improved County road system located within the geographical boundaries of the City (hereinafter the "Roads").
 - a) The City will keep the right of way portions of the Roads mowed in accordance with the guidelines set forth in paragraph 2.b. below.
 - b) The City will mow said Roads as follows:
 - i) The first pass shall be one pass to the ditch and around all intersections and driveways;
 - ii) The second pass shall include all of the County right of way as practical;
 - iii) The third pass shall be at the option of the County and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).
- 3) The parties hereby agree that the Roads consist of 17.37 miles of the improved County road system located within the geographical boundaries of City, as set forth in the Survey and Legal Indices for Official County Highways, City of Rome attached hereto and made a part hereof as **Exhibit-1**.
- 4) The County shall pay the City the sum of \$375.00 per mile, for a total cost not to exceed \$6,513.75.
- 5) The County reserves the right, upon written notice to the City, to withhold payment under this Agreement and to correct any conditions which do not meet the requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
- 6) The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
- 7) The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 8) The City may, at City's own expense, employ or engage the services of such employees, subcontractors and/or partners as the City deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to

provide Assistants with any salary or benefits. City shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. City shall expressly advise the Assistants of the terms of this Agreement.

- 9) The City acknowledges and agrees that City and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- 10) The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of the City to comply with any of the covenants, terms or conditions of this agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
- 11) The City further shall save the County harmless from all claims for labor or materials used in the City's performance under this Agreement. As a part of its obligation to indemnify and hold harmless the County, its officers, agents and employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:
- 12) The City agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The City agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the provisions below:
 - a. General Liability Insurance coverage including blanket contractual coverage for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate, and include for bodily injury and property damage liability;
 - b. Motor Vehicle Insurance issued to the City and covering public liability and property damage on the City's hired vehicles and non-hired vehicles in the amount of one million dollars (\$1,000,000);
 - c. Excess/Umbrella Liability insurance for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of two million dollars (\$2,000,000) and two million dollars (\$2,000,000) in the aggregate;

- d. If the City uses subcontractors to perform all or part of the work under this Agreement, then the City shall procure a Contractor's Protective Liability Insurance Policy and naming the County of Oneida as an additional insured and certificate holder and covering the liability for damages imposed by law upon the City for the acts or neglect of each of the City contractors/subcontractors with respect to all work performed by said subcontractors under the Agreement. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the insurance requirements set forth above.

- 13) The City agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Law. The City covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
- 14) No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
- 15) No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
- 16) If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
- 17) Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
- 18) In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
- 19) This agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 20) This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
- 21) All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

22) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

23) 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.

COUNTY OF ONEIDA

CITY OF ROME

By:

By:

Anthony J. Picente, Jr.
Oneida County Executive

Mayor
City of Rome

COUNTY OF ONEIDA

By:

Commissioner of Public Works
City of Rome

By:

Dennis S. Davis, Commissioner
Oneida County DPW

APPROVED

By:

Merima Smajic, Esq.
Assistant County Attorney

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF ROME

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Info System	Reference For Legal Location	Additional ROW By Year
Bartlett Road Total 0.75 miles	42	Westmoreland T.L. northerly to St.Rt.233	6-27-1815 7-31-1854	Pg.86,Bk.1 Pg.203,Bk.1	4 rods** 3 rods stated	Nov. 13,1929	G-7	
Butternut Road Total 0.64 miles	47	Pennystreet Rd. easterly to Gulf Rd.		Pg.1,Bk.1 Steuben	4 rods**	Mar. 15,1944	G-8	
Cemetery Road	47	Butternut Rd. southerly to Wright Settlement Lane 0.15 mi.		Pg.1,Bk.1 Steuben	4 rods**	Mar. 15,1944	G-8	1951
Total 1.51 miles	47	Wright Settlement Lane easterly to Floyd T.L. 1.36 mi.	11-12-1850	Pg.195,216 221,Bk.1	3 rods**	Nov. 13,1929		
Colemans Mills Road Total 1.91 miles	40	St.Rt.233 easterly to Whitestown T.L.	5-19-1800	Pg.36,Bk.1	4 rods**	Nov. 13,1929	G-7	
Elmer Hill Road Total 1.95 miles	60	St.Rt.46 northerly to Western T.L.	No record	1852 map of On. Co. 1874Atlas	3 rods#	Nov. 13,1929	G-8	
Greenway-New London Road	50	Old Oneida Rd. northerly to Brown Hoag Rd. 0.80 mi.	10-1-1807	Pg.66,Bk.1	4 rods**	Nov. 13,1929	F-6	
Total 2.03 miles	50	Brown Hoag Rd. northerly to Verona T.L. 1.23 mi.	8-18-1803	Pg.51,Bk.1	4 rods**	Nov. 13,1929		
Lawrence Street	44	Westmoreland T.L. northerly to Dewey Rd. 0.26 mi.	3-4-1813	Pg.83,Bk.1	4 rods**	Nov. 13,1929	F-6	1962
Lawrence Street (cont.) Total 1.33 miles	44	Dewey Rd. northerly to Lamphear Rd. & St.Rt.365 1.07 mi.	10-24-1807	Pg.66,Bk.1	4 rods**	Nov. 13,1929		
Monument Road Total 0.15 miles	40A	Whitestown T.L. northeasterly to St.Rt.69 0.15 mi.	4-19-1824	Pg.118,Bk.1	4 rods**	Feb. 12,1936	H-7	
Old Oneida Road	83	Westmoreland T.L. easterly to Henderberg Rd. 1.14 mi.	No record	1852 map of On. Co.	3 rods#	May 15,1956	F-7	

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS
TOWN OF ROME

Official Highway Name	County Road Number	Termini	Date Established By Law	Reference	Legal Width	Adopted Into System	Reference For Legal Location	Additional ROW By Year
Total	2.21 miles			1874Atlas				
	83	Henderberg Rd. easterly to St. Rt. 26	5-1-1798	Pg. 29, Bk. 1	4 rods**	May 15, 1956	F-7	
	47	Wright Settlement Rd. northerly to Butternut Rd.	12-27-1823	Pg. 1, Bk. 1	4 rods**	Mar 15, 1944	G-8	
		0.70 mi.	4-27-1829	Steuben	4 rods**			
				Pg. 83, Bk. 1	3 rods**			
				Pg. 123, Bk. 1				
River Road	88	St. Rt. 365 easterly to Floyd T.L.	11-13-1810	Bk. 1, Pg. 110	4 rods**	July 11, 1961	G-7	
Total	0.55 miles							
West Thomas Street	62	Rome City Line northerly to Sleepy Hollow Rd.	11-1-1798	Pg. 33, Bk. 1	4 rods**	Nov. 13, 1929	F-8	1953, 65
		2.73 mi.	7-29-1854	Pg. 204, Bk. 1	4 rods stated			1966
			10-25-1854	Pg. 224, Bk. 1	4 rods stated			1971
Total	3.06 miles							
Wright Settlement Road	47	Sleepy Hollow Rd. westerly along Lee T.L. to a point 0.33 mi. from Steepy Hollow Rd.	4-7-1858	Pg. 245, Bk. 1	3 rods stated	Nov. 13, 1929	G-8	
Total	0.38 miles							
Rabbitt Road	93	Rome City Line easterly to Griffiss Air Force Base	No record	1852 map of On. Co. 1847 Atlas	3 rods#	Nov. 13, 1929	G-8	
Total	0.20 miles							
		Floyd T.L. northerly to Cemetery Rd.	10-1-1802	Pg. 49, Bk. 1	4 rods**	March 14, 1984	G-8	
		0.20 mi.						

17137

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____,
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. Executory 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 Legislators 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 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).

- 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 (HIPAA).**

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

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

Contractor

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

By: _____

Town Supervisor

Approved:

Merima Smajic
Assistant County Attorney

RESOLUTION NO. 104

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO ROADSIDE DITCHING TO BE PROVIDED BY THE CITY OF ROME (REIMBURSEMENT OF \$12,600.00)

By _____:

WHEREAS, the County of Oneida has approached the City of Rome with a proposal whereby the City will expend up to forty (40) hours to ditch County roads within the City of Rome, with the City of Rome to be reimbursed by the County of Oneida at a total cost not to exceed Twelve Thousand Six Hundred and 00/100 Dollars (\$12,600.00) for the term of the proposed agreement, namely, May 2, 2016 through December 2, 2016, which is attached hereto and made part of this Resolution; and

WHEREAS, Frederick Schmidt, Commissioner of Public Works for the City of Rome has requested that an agreement be entered into between the City of Rome and the County of Oneida for the City's roadside ditching of County roads within the City of Rome; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the City of Rome and the County of Oneida whereby the City of Rome will provide roadside ditching on the improved County Road system within the City of Rome, New York, from May 2, 2016 through December 2, 2016, with the City to furnish labor and equipment at the rates listed as per the attached document, with a total reimbursement by the County to the City of Rome in the amount not to exceed Twelve Thousand Six Hundred and 00/100 Dollars \$12,600.00.

Seconded by _____.

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

ADOPTED: DEFEATED:

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2016 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "County"), and the City of Rome, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 198 North Washington Street, New York 13440 (hereinafter called "Town").

WHEREAS, the County proposes the City perform roadside ditching on the improved County road system located within the geographical boundaries of the City for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Rome City Council has adopted a resolution authorizing the City to enter into this Agreement and thereby accepting the proposal of the County; now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and City agree as follows:

1. The term of this Agreement shall be from May 2, 2016 to December 2, 2016.
2. The City will ditch the right of way portions of Roads or designated areas as directed by the County. The City agrees to comply with the provisions set forth in the Addendum attached hereto as if set forth herein in full. A list of designated areas will be provided to the City by the County prior to the Construction season.
 - a) The County will designate the areas to be ditched.
 - b) The City shall furnish all necessary fuel, labor and equipment to dig and excavate the ditch.
3. The City agrees to expend up to forty (40) hours to ditch the Roads, for the duration of the Agreement. After the City has completed the roadside ditching on the designated area of the Roads, the City will submit an Invoice to the County that provides the dates, locations, equipment, and labor used by the City to complete the ditching in order to receive payment.
4. The County agrees to reimburse the City for its labor and equipment at the following rates:
 - a. Gradall, 2- single axle trucks, flag-person and operators \$275 per hour.
 - b. Gradall, 1- tandem, 1-single axle trucks, flag-person and operators \$300 per hour.
 - c. Gradall, 2- tandem axle trucks, flag-person and operators \$315 per hour.
 - d. Gradall, 2- tandem axle trucks and operators \$290 per hour.
 - e. Gradall, 2- single axle trucks and operators \$270 per hour.
 - f. Backhoe, 2-single axle trucks and operators \$260 per hour
 - g. For a total cost not to exceed \$12, 600.00.

5. The County reserves the right, upon written notice to the City, to withhold payment under this Agreement and to correct any conditions which do not meet requirements set forth herein and to deduct the cost of such corrections from the amounts due under this Agreement.
6. The City shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
7. The City shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
8. The City may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as City deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. City shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. City shall expressly advise the Assistants of the terms of this Agreement.
9. The City acknowledges and agrees that City and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
10. The City agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of the City to comply with any of the covenants, terms or conditions of this agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads. The City further shall save the County harmless from all claims for labor or materials used in the Cities performance under this Agreement.
11. As a part of its obligation to indemnify and hold harmless the County, its officers, agents and employees, as set forth above, the City agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below:
12. The City agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The City agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least thirty (30) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the provisions below:

- a. General Liability Insurance coverage including blanket contractual coverage for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form in the amount of one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate, and include for bodily injury and property damage liability;
 - a. Motor Vehicle Insurance issued to the City and covering public liability and property damage on the Cities hired vehicles and non-hired vehicles in the amount of one million dollars (\$1,000,000);
 - b. Excess/Umbrella Liability insurance for the scope of work connected to this Agreement. The insurance shall be written on an occurrence coverage form.
 - c. If the City uses subcontractors to perform all or part of the work under this Agreement, then the City shall procure a Contractor's Protective Liability Insurance Policy and naming the County of Oneida as an additional insured and certificate holder and covering the liability for damages imposed by law upon the City for the acts or neglect of each of the City contractors/subcontractors with respect to all work performed by said subcontractors under the Agreement. This Certificate of Insurance shall be subject to the approval of the County Attorney. Specific Insurance minimum requirements shall be in accordance with the insurance requirements set forth above.
13. The City agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Law.
14. The City covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
15. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
16. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.
17. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
18. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.

19. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
20. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
21. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
22. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
23. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
24. 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

COUNTY OF ONEIDA

CITY OF ROME

Anthony J. Picente, Jr.
Oneida County Executive

Mayor

COUNTY OF ONEIDA

Commissioner of Public Works

Dennis S. Davis, Commissioner
Oneida County DPW

APPROVED:

Merima Smajic Esq.,
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, 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. Executory 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 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).

- 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 (HIPAA).

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

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

Contractor

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

By: _____

Town Supervisor

Approved:

Merima Smajic
Assistant County Attorney

RESOLUTION NO. 105

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH JEFFERSON CONCRETE CORP.

By _____:

WHEREAS, Matthew Keller, Deputy 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 Jefferson Concrete Corp. and/or any subsidiaries, affiliates and related entities controlled or owned by Jefferson Concrete Corp., for the supply and delivery of pre-cast concrete manholes, catch basins and grade rings, at a total amount not to exceed \$26,730.00, with a contract term effective from the date of execution through December 31, 2017; 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 Jefferson Concrete, Corp. and/or any subsidiaries, affiliates and related entities controlled or owned by Jefferson Concrete, Corp. for the supply and delivery of pre-cast concrete manholes, catch basins and grade rings, at a total amount not to exceed \$26,730.00, with a contract term effective from the date of execution through December 31, 2017, and pursuant to the terms more specifically described within the attached Bid Documents, which are made part of this Resolution.

Seconded by _____.

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

ADOPTED:

DEFEATED:

JACQUELINE M. IZZO
MAYOR



JENNIFER L. GOTTI
PURCHASING AGENT

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

BID NUMBER: RFB-2016-002

BID TITLE: SUPPLY AND DELIVER PRE-CAST CONCRETE MANHOLES, CATCH
BASINS AND GRADE RINGS

BID OPENING: 3/10/2016 at 3:00 PM (local time)

COMPANY NAME: Jefferson Concrete Corp.

MAILING ADDRESS: 22850 County Route 51

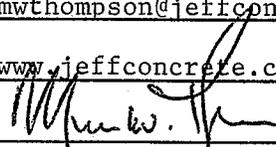
Watertown, New York 13601

PHONE: 315-788-4171

FAX: 315-788-7958

EMAIL: mwthompson@jeffconcrete.com

WEBSITE: www.jeffconcrete.com

SIGNATURE: 

PRINTED NAME/TITLE: Mark W. Thompson - Vice President

TOTAL OF BID Twenty-six thousand seven hundred thirty and 00/100 (\$26,370.00)

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



TABLE OF CONTENTS

Page Title	Page No.
<i>Invitation and Instructions To Bid.....</i>	<i>3</i>
<i>General Conditions.....</i>	<i>4 – 8</i>
<i>General Municipal Law Compliance.....</i>	<i>9</i>
<i>Attention.....</i>	<i>10</i>
<i>Deviations Sheet.....</i>	<i>11</i>
<i>Responsible Bidder.....</i>	<i>12</i>
<i>Non-Collusive Bidding Certificate.....</i>	<i>13</i>
<i>Technical Specifications.....</i>	<i>14</i>
<i>Bid Total Itemization Sheet.....</i>	<i>15</i>
<i>Prevailing Wage.....</i>	<i>16</i>



INVITATION AND INSTRUCTIONS TO BID

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

BID NUMBER: RFB-2016-002

BID TITLE: SUPPLY AND DELIVER PRE-CAST CONCRETE MANHOLES, CATCH BASINS AND GRADE RINGS

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

3/10/2016 at 3:00 PM (local time)

Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.

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

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

**Joseph Guiliano, Engineer II
City of Rome
198 North Washington Street
Rome, NY 13440
Phone: 315-339-7627
Fax: 315-838-1167**

Email: jguiliano@romecitygov.com Or, electronically at www.romenewyork.com; click on Purchasing Department; Bid Opportunities.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



GENERAL CONDITIONS

- A. SCOPE OF WORK:**
Work shall include supply and delivery of Precast for Manholes, Catch Basins and Grade Rings for City of Rome Engineering Dept.
- B. QUESTIONS REGARDING SPECIFICATIONS:**
Questions must be directed to the City Engineer, Joe Guiliano, at jguiliano@romecitygov.com or (315) 315-339-7627.
- C. CONTRACT PERIOD:**
Effective from date of execution to December 31, 2017.
- D. TAX:**
Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.
- E. FINANCE CHARGES:**
The City of Rome will not be subjected to finance or late charges under this contract.
- F. PRICE AND PRICE ADJUSTMENTS:**
Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the City of Rome may any of the contract pricing be changed for any reason without written approval by the City. All pricing shall remain firm for the first six months from the date of award. Once, per each twelve-month period the vendor or the City may request a price adjustment. The vendor shall give the City a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for all items as calculated by the City of Rome Purchasing Department.. Should the City deem the requested adjustment unacceptable, the City reserves the right to terminate the contract in accordance with the terms of the bid and seek pricing from whatever sources legally available.
- G. DURATION OF PROPOSAL OFFER:**
Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

H. METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

I. ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

J. COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

K. TIME IS OF THE ESSENCE: All times stated herein are of the essence.

L. NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

M. GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

N. INSURANCE

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence /\$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers' Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

<p>C-105.2 (9/07)</p>	<p>Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)</p>	<p>Employers insured for workers' compensation through a private insurance carrier</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent.</p>	<p><u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website.</p>
<p>DB-120.1 (5/06)</p>	<p>Certificate Of Insurance Coverage Under The NYS Disability Benefits Law</p>	<p>Employers insured for NYS statutory disability benefits insurance through an insurance carrier.</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier.</p>	<p><u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website.</p>
<p>CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21)</p>	<p>Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage</p>	<p>Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.</p>	<p>Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)</p>	<p>These exemption forms can <u>ONLY</u> be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry <u>NYS</u> workers' compensation and/or disability benefits insurance. (Instructions)</p>

O. MINORITY BUSINESS ENTERPRISE PARTICIPATION:

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
 - a. Is your company 51% or more women owned? ____yes
 no
 - b. Is your company 51% or more minority owned?
____yes no
 - c. If you answer YES to Number 2, check one of the following:
____ Black ____ Hispanic ____ Alaskan Native
____ Asian/Pacific Islands ____ American Indian

P. CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

Q. LIMITATIONS:

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

R. GENERAL:

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

S. DEVIATIONS FROM SPECIFICATIONS: (not applicable)

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

T. LITERATURE:

Each bidder shall include product or equipment literature as available.

U. PROTEST AND APPEAL PROCEDURES:

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:
City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440
2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.



STATE OF NEW YORK, Section 103-a

GENERAL MUNICIPAL LAW COMPLIANCE

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

Effective: July 1, 1959



ATTENTION

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

1. (✓) BID BOND OR CERTIFIED CHECK
2. () BID SPECIFICATIONS
3. () BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. () BIDDERS REFERENCES
5. () BIDDERS QUALIFICATIONS
6. () MANUFACTURERS WARRANTIES
7. () INSTRUCTIONS TO BIDDERS
8. () RESPONSIBLE BIDDER FORM
9. (✓) DEVIATIONS SHEET
10. (✓) PROPOSER'S WARRANTY (On Page 1)
11. (✓) NON-COLLUSIVE STATEMENT
12. () DELIVERY DATE

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



DEVIATIONS SHEET



RESPONSIBLE BIDDER

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

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

_____ yes X no

- B. Has your firm filed for bankruptcy? _____ yes X no

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



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

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

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

A handwritten signature in black ink, appearing to read "Mark W. Thompson", is written over a horizontal line.

(Name of Bidder) Mark W. Thompson

Vice President - Jefferson Concrete Corp.
(Official capacity)



TECHNICAL SPECIFICATIONS

PRE-CAST CONCRETE FOR MANHOLES, CATCH BASINS AND GRADE RINGS

- Items will be ordered as needed. Quantities will vary per order; however each order will be a minimum of \$2000.00. Each item pricing will include all costs of delivery.
- Delivery will be made to:

City of Rome City Yard
132 Race Street
Rome, NY 13440
- Complete orders must be delivered within two weeks of the order date, unless the City approves a longer delivery.
- Partial deliveries will be accepted if agreed upon by the contractor and the City.
- NYS Approved Precast Plant
 - Designed in accordance to ASTM C478
 - Reinforcement to ASTM A497 Grade 60 WWF
 - Concrete to be min 4000 PSI @ 28 days
 - Air entrained 5-8%
 - Invert location and size per order
 - Joints sealed in accordance with ASTM C443

➤ PLEASE INCLUDE STANDARD SHEETS WITH BID.

ITEM NO	DESCRIPTION	QTY	EA PRICE	TOTAL AMOUNT
1	48" Precast Manhole Riser	30 VF	72.00	2,160.00
2	48" Precast Manhole 6" Base	10 EA	105.00	1,050.00
3	48" Precast Manhole Flat Slab Cover	6 EA	150.00	900.00
XXXXXX	XX		XXXXXXX	XXXXXXX
5	24"x24" Precast Catch Basin (6" Walls) Riser	10 VF	88.00	880.00
6	24"x24" x 3' Precast Catch Basin (6" Base) w/ 18" hole on Bottom	10 EA	352.00	3,520.00
7	24"x24"x2' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA	248.00	2,480.00
8	24"x24"x3' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA	332.00	3,320.00
9	24"x24"x4' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA	414.00	4,140.00
10	Precast Riser Rings 24" x 24" x 2" Square	30 EA	23.00	690.00
11	Precast Riser Rings 24" x 24" x 4" Square	30 EA	46.00	1,380.00
12	Precast Riser Rings 24" x 24" x 6" Square	30 EA	69.00	2,070.00
13	Precast Riser Rings 24" x 2" Round	30 EA	23.00	690.00
14	Precast Riser Rings 24" x 4" Round	30 EA	46.00	1,380.00
15	Precast Riser Rings 24" x 6" Round	30 EA	69.00	2,070.00
			GRAND TOTAL	26,730.00

PREVAILING WAGE SCHEDULE

FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS OR ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

PRC No (not applicable)

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

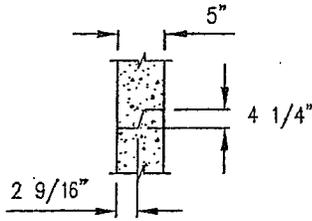
Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.

JEFFERSON CONCRETE CORP.

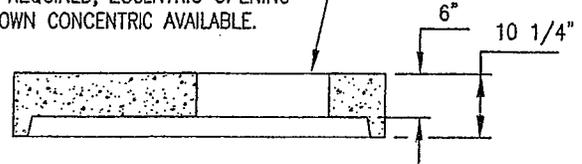
22850 MURROCK CIRCLE
WATERTOWN, NY 13601
TEL (315)788-4171 FAX (315)788-7958
www.jeffersonconcrete.com

48" MANHOLE STANDARD SHEET

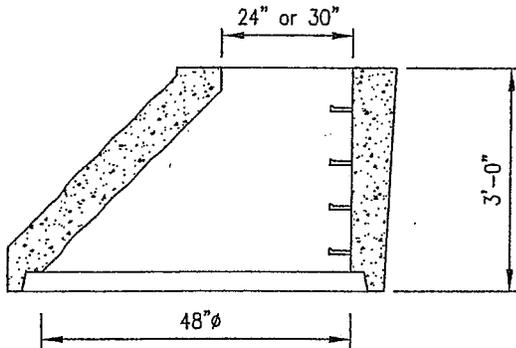


Joint Detail

STANDARD 2'-0" DIA. OPENING OR
AS REQUIRED, ECCENTRIC OPENING
SHOWN CONCENTRIC AVAILABLE.



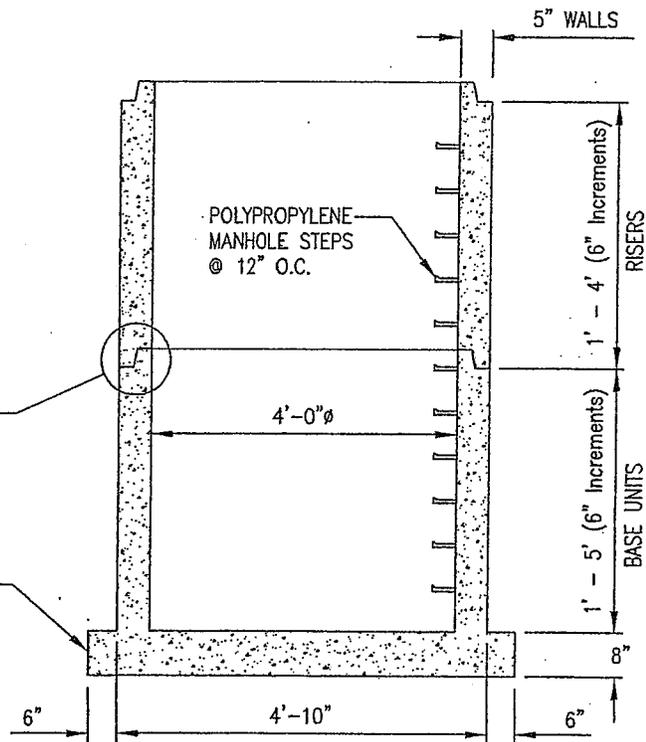
Flat Slab Cover



Eccentric Cone

SEE JOINT DETAIL

BASE UNITS ARE EITHER EXTENDED
OR NON-EXTENDED



Section

GENERAL NOTES:

DESIGNED IN ACCORDANCE TO ASTM C478 WITH AASHTO HS 20 LOADING
JOINTS SEALED IN ACCORDANCE WITH ASTM C990
MANHOLE STEPS: ASTM C478
REINFORCEMENT TO ASTM A615, A497, GRADE 60
CONCRETE TO BE MIN. 5000 PSI @ 28 DAYS
AIR ENTRAINED 5%-8%
INVERT OPENINGS AS SPECIFIED
BASE UNITS AVAILABLE EXTENDED OR NON-EXTENDED

UPDATED 03/16/10

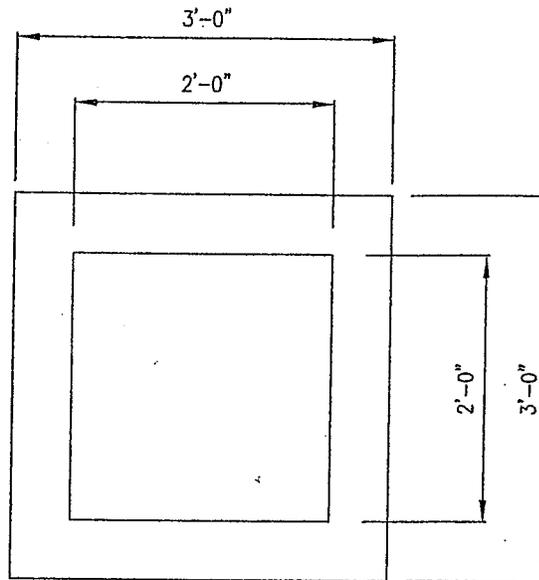
JEFFERSON CONCRETE CORP.

22850 MURROCK CIRCLE
WATERTOWN, NY 13601

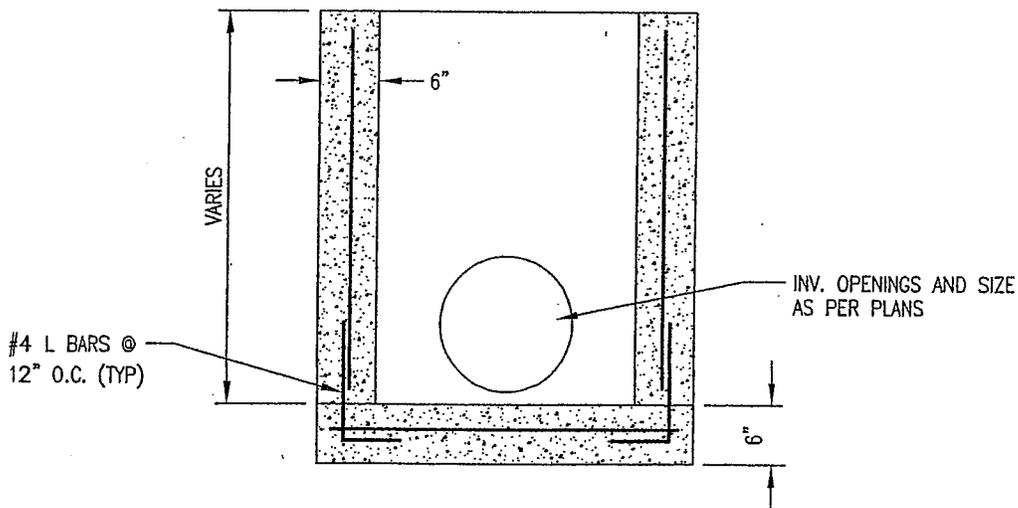
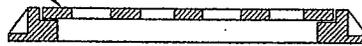
TEL (315)788-4171 FAX (315)788-7958

www.jeffersonconcrete.com

24" x 24"
CATCH BASIN



FRAME AND GRATE
AS SPECIFIED



Section

GENERAL NOTES:

CONCRETE TO BE MIN. 5000 PSI @ 28 DAYS

AIR ENTRAINED 5%-8%

REINFORCED PER N.Y.S.D.O.T. STANDARDS SHEETS 604-5 TO 604-8 (HS-20 LOADING)

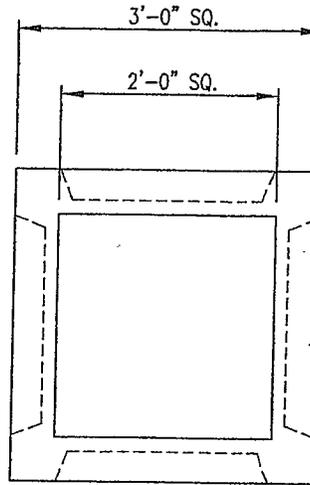
REINFORCEMENT ASTM A615

UPDATED 03/28/10

JEFFERSON CONCRETE CORP.

22850 MURROCK CIRCLE
WATERTOWN, NY 13601
TEL (315)788-4171 FAX (315)788-7958
www.jeffersonconcrete.com

24" X-24" I.D.
CATCH BASIN
W/ KNOCKOUTS



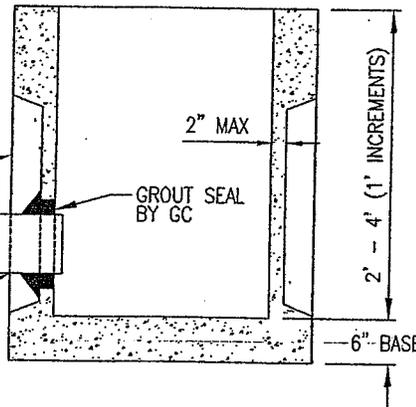
FRAME AND GRATE
AS SPECIFIED



KNOCKOUTS AVAILABLE AS FOLLOWS:

- 2'x2'x2'-20"x20"
- 2'x2'x3'-32"x20"
- 2'x2'x4'-44"x20"

INV. OPENINGS AND SIZE
AS PER PLANS



Section

GENERAL NOTES:

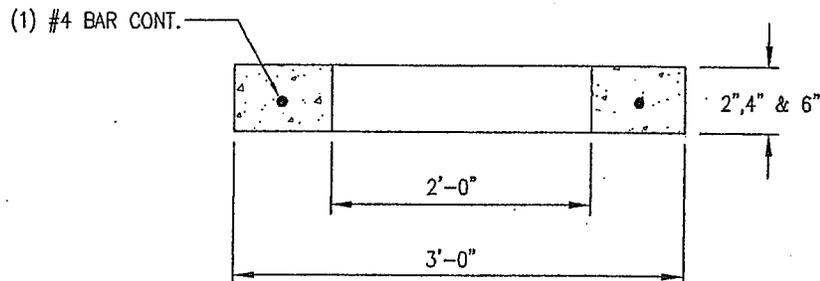
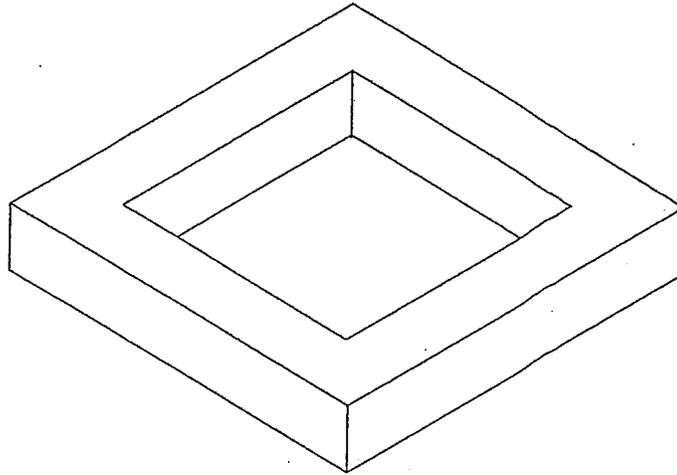
CONCRETE TO BE MIN. 5000 PSI @ 28 DAYS
AIR ENTRAINED 5%-8%
REINFORCED PER N.Y.S.D.O.T. STANDARDS SHEETS 604-5 TO 604-8 (HS-20 LOADING)
REINFORCEMENT ASTM A615

UPDATED 04/08/10

JEFFERSON CONCRETE CORP.

22850 MURROCK CIRCLE
WATERTOWN, NY 13601
TEL (315)788-4171 FAX (315)788-7958
www.jeffersonconcrete.com

24" SQUARE
PRECAST CONCRETE
ADJUSTMENT RING



GENERAL NOTES:

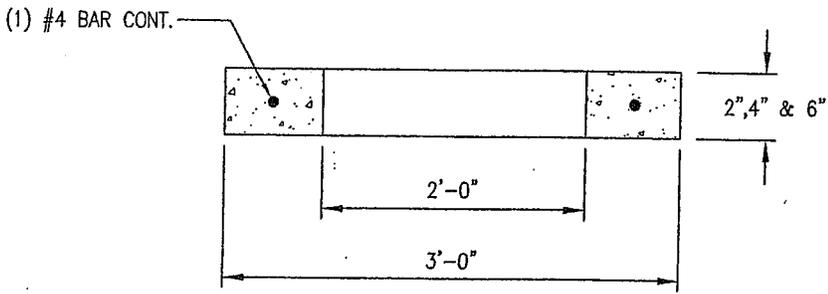
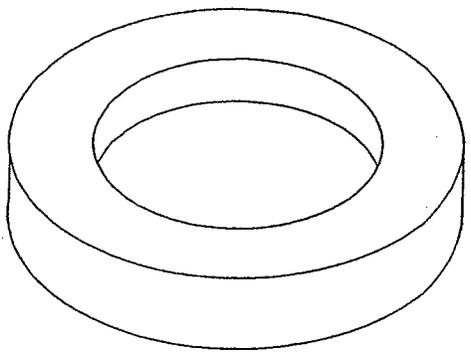
1. BUILT IN ACCORDANCE TO ASTM C478
2. CONCRETE - 5000 MIN. PSI @ 28 DAYS.
3. AIR ENTRAINED 5% - 8%
4. REINFORCEMENT STEEL - ASTM A615 GRADE 60

UPDATED 04/08/10

JEFFERSON CONCRETE CORP.

22850 MURROCK CIRCLE
WATERTOWN, NY 13601
TEL (315)788-4171 FAX (315)788-7958
www.jeffersonconcrete.com

24" ROUND
PRECAST CONCRETE
ADJUSTMENT RING



GENERAL NOTES:

- 1. BUILT IN ACCORDANCE TO ASTM C478
- 2. CONCRETE - 5000 MIN. PSI @ 28 DAYS
- 3. AIR ENTRAINED 5% - 8%
- 4. REINFORCEMENT STEEL - ASTM A615 GRADE 60

UPDATED 04/08/10

ITEM NO	DESCRIPTION	QTY	EA PRICE	TOTAL AMOUNT
1	48" Precast Manhole Riser	30 VF		
2	48" Precast Manhole 6" Base	10 EA		
3	48" Precast Manhole Flat Slab Cover	6 EA		
XXXXXX	XX		XXXXXXXX	XXXXXXXX
5	24"x24" Precast Catch Basin (6" Walls) Riser	10 VF		
6	24"x24" x 3' Precast Catch Basin (6" Base) w/ 18" hole on Bottom	10 EA		
7	24"x24"x2' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA		
8	24"x24"x3' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA		
9	24"x24"x4' Precast Catch Basin w/Knockouts (6" Base) (6" Walls)	10 EA		
10	Precast Riser Rings 24" x 24" x 2" Square	30 EA		
11	Precast Riser Rings 24" x 24" x 4" Square	30 EA		
12	Precast Riser Rings 24" x 24" x 6" Square	30 EA		
13	Precast Riser Rings 24" x 2" Round	30 EA		
14	Precast Riser Rings 24" x 4" Round	30 EA		
15	Precast Riser Rings 24" x 6" Round	30 EA		
			GRAND TOTAL	

Sales Order

JEFFERSON CONCRETE CORP

22850 Murrock Circle, Watertown, New York 13601

Telephone: (315) 788-4171

Fax: (315) 788-7958

Order Number: 0053757

Order Date: 3/1/2016

Customer No. 02 - R000440

Sold To:City of Rome
Accounts Payable Suite 1C
198 N. Washington St.
Rome, NY 13440**Ship To:**

2016 QUOTE

Customer PO:

Order Comment: 2016 QUOTE

Terms: Net 30

Item Number	Item Description	Ordered	Shipped	Back Order	Price	Amount
MH144812	48" x 12" Riser	30.00	0.00	0.00	72.00	2,160.00
MB1448	48" Base	10.00	0.00	0.00	105.00	1,050.00
MC1448	48" Flat Slab Cover	6.00	0.00	0.00	150.00	900.00
D522	2' x 2' ID CB/vf	10.00	0.00	0.00	88.00	880.00
D5223.0	2' x 2' x 3' ID CB	10.00	0.00	0.00	352.00	3,520.00
D5222K	2'x2'x2' ID CB w/ knockouts	10.00	0.00	0.00	248.00	2,480.00
D5223K	2'x2'x3' ID CB w/knockouts	10.00	0.00	0.00	332.00	3,320.00
D5224K	2'x2'x4' ID CB w/ knockouts	10.00	0.00	0.00	414.00	4,140.00
GR6222	24" x 24" x 2" Grade Rings	30.00	0.00	0.00	23.00	690.00
GR6224	24" x 24" x 4" Grade Rings	30.00	0.00	0.00	46.00	1,380.00
GR6226	24" x 24" x 6" Grade Rings	30.00	0.00	0.00	69.00	2,070.00
GR6002	24" x 2" Grade Rings	30.00	0.00	0.00	23.00	690.00
GR6004	24" x 4" Grade Rings	30.00	0.00	0.00	46.00	1,380.00
GR6006	24" x 6" Grade Rings	30.00	0.00	0.00	69.00	2,070.00

Net Order: 26,730.00

Sales Tax: 0.00

Order Total: 26,730.00

Received by: _____

A finance charge of 1% per month will be imposed on any balance due after 30 days.
This represents an annual percentage rate of 12%

RESOLUTION NO. 106

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH EJ USA, INC.

By _____:

WHEREAS, Matthew Keller, Deputy 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 EJ USA, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by EJ USA, Inc., for the supply and delivery of castings for manholes and catch basins, at a total amount not to exceed \$102,284.25, with a contract term effective from the date of execution through December 31, 2017; 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 Jefferson Concrete, Corp. and/or any subsidiaries, affiliates and related entities controlled or owned by EJ USA, Inc. and/or any subsidiaries, affiliates and related entities controlled or owned by EJ USA, Inc., for the supply and delivery of castings for manholes and catch basins, at a total amount not to exceed \$102,284.25, with a contract term effective from the date of execution through December 31, 2017, and pursuant to the terms more specifically described within the attached Bid Documents, which are made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:

JACQUELINE M. IZZO
MAYOR



JENNIFER L. GOTTI
PURCHASING AGENT

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

BID NUMBER: RFB-2016-003

BID TITLE: SUPPLY AND DELIVER CASTINGS FOR MANHOLES AND CATCH BASINS

BID OPENING: 3/10/2016 at 3:00 PM (local time)

COMPANY NAME: EJ USA, Inc.

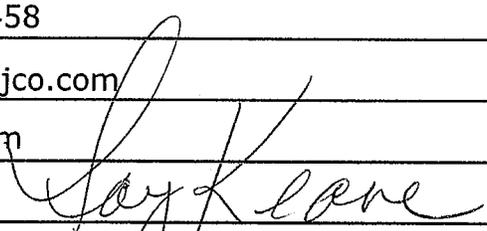
MAILING ADDRESS: PO Box 439, East Jordan, MI 49727

PHONE: 1-800-874-4100

FAX: 231-536-4458

EMAIL: us.bids@ejco.com

WEBSITE: ejco.com

SIGNATURE: 

PRINTED NAME/TITLE: Fay Keane, Finance, Director

TOTAL OF BID \$102,284.25

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



TABLE OF CONTENTS

Page Title	Page No.
<i>Invitation and Instructions To Bid.....</i>	3
<i>General Conditions.....</i>	4 - 8
<i>General Municipal Law Compliance.....</i>	9
<i>Attention.....</i>	10
<i>Deviations Sheet.....</i>	11
<i>Responsible Bidder.....</i>	12
<i>Non-Collusive Bidding Certificate.....</i>	13
<i>Technical Specifications.....</i>	14
<i>Bid Total Itemization Sheet.....</i>	15
<i>Prevailing Wage.....</i>	16



INVITATION AND INSTRUCTIONS TO BID

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

BID NUMBER: RFB-2016-003

BID TITLE: SUPPLY AND DELIVERY OF CASTINGS FOR MANHOLES AND CATCH BASINS

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

3/10/2016 at 3:00 PM (local time)

Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.

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

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
Rome City Hall
198 North Washington Street
Rome, NY 13440**

If additional information is required, please contact:

**Joseph G. Guiliano, Engineer II
City of Rome
198 North Washington Street
Rome, NY 13440
Phone: 315-339-7627
Fax: 315-838-1167
Email: jguiliano@romecitygov.com**

electronically at www.romenewyork.com; click on Purchasing Department; Bid Opportunities.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



GENERAL CONDITIONS

A. SCOPE OF WORK:

Work shall include supply and delivery of Castings for Manholes and Catch Basins for City of Rome Dept of Public Works.

B. QUESTIONS REGARDING SPECIFICATIONS:

Questions must be directed to, Joseph Guiliano at jguiliano@romecitygov.com or (315) 315-339-7627.

C. CONTRACT PERIOD:

Effective from date of execution to December 31, 2017.

D. TAX:

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.

E. FINANCE CHARGES:

The City of Rome will not be subjected to finance or late charges under this contract.

F. PRICE AND PRICE ADJUSTMENTS:

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the City of Rome may any of the contract pricing be changed for any reason without written approval by the City. All pricing shall remain firm for the first six months from the date of award. Once, per each twelve-month period the vendor or the City may request a price adjustment. The vendor shall give the City a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for all items as calculated by the City of Rome Purchasing Department.. Should the City deem the requested adjustment unacceptable, the City reserves the right to terminate the contract in accordance with the terms of the bid and seek pricing from whatever sources legally available.

G. DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

H. METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

I. ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

J. COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

K. TIME IS OF THE ESSENCE: All times stated herein are of the essence.

L. NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

M. GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agree to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

N. INSURANCE

The City of Rome New York requires general liability coverage in the amount of \$1,000,000 each occurrence /\$2,000,000 general aggregate, with The City of Rome, New York as certificate holder and additional insured. The accepted form of proof is ACORD 25 (2009/09) – Certificate of Liability Insurance.

For workers' Compensation and Disability Benefits insurance, please use forms C-105.2, U-26.3 or DB120.1, respectively. Information on these forms are located at website (<http://www.wcb.state.ny.us/content/main/Forms.jsp>).

Forms must be signed by an authorized representative of the insurer. All policies must provide for written notice to the City of Rome to be delivered in accordance with the policy provisions. All forms may be completed by your agent/broker, do not require notarization and will be accepted electronically when sent directly from your agent/broker.

<p>C-105.2 (9/07)</p>	<p>Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)</p>	<p>Employers insured for workers' compensation through a private insurance carrier</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent.</p>	<p><u>Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website.</p>
<p>DB-120.1 (5/06)</p>	<p>Certificate Of Insurance Coverage Under The NYS Disability Benefits Law</p>	<p>Employers insured for NYS statutory disability benefits insurance through an insurance carrier.</p>	<p>Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier.</p>	<p><u>Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.</u></p> <p>Carriers, their licensed agents, and Self-Insured Employers may email the Board at Certificates@wcb.ny.gov to obtain controlled forms not available on this website.</p>
<p>CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21)</p>	<p>Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage</p>	<p>Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.</p>	<p>Please file with the government agency that is issuing the permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)</p>	<p>These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that <u>government</u> entity is not required to carry <u>NYS</u> workers' compensation and/or disability benefits insurance. (Instructions)</p>

O. MINORITY BUSINESS ENTERPRISE PARTICIPATION:

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
 - a. Is your company 51% or more women owned? ____yes
 X no
 - b. Is your company 51% or more minority owned?
____yes X no
 - c. If you answer YES to Number 2, check one of the following:
____ Black ____ Hispanic ____ Alaskan Native
____ Asian/Pacific Islands ____ American Indian

P. CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

Q. LIMITATIONS:

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

R. GENERAL:

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

S. DEVIATIONS FROM SPECIFICATIONS: (not applicable)

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

T. LITERATURE:

Each bidder shall include product or equipment literature as available.

U. PROTEST AND APPEAL PROCEDURES:

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:
City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440
2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.



STATE OF NEW YORK, Section 103-a

GENERAL MUNICIPAL LAW COMPLIANCE

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

Effective: July 1, 1959



ATTENTION

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

1. (X) BID BOND OR CERTIFIED CHECK
2. (X) BID SPECIFICATIONS
3. (X) BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. (X) BIDDERS REFERENCES
5. (X) BIDDERS QUALIFICATIONS
6. (X) MANUFACTURERS WARRANTIES
7. (X) INSTRUCTIONS TO BIDDERS
8. (X) RESPONSIBLE BIDDER FORM
9. (X) DEVIATIONS SHEET
10. (X) PROPOSER'S WARRANTY (On Page 1)
11. (X) NON-COLLUSIVE STATEMENT
12. (X) DELIVERY DATE

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



DEVIATIONS SHEET

- Item #1 EJ Pattern #1480 cover is equal to 1012 cover and EJ 132213 frame is equal to the 1012A frame.
- Item #4 EJ Pattern #7010Z frame and 7010M1 grate is equal to 2640.
- Item #5 EJ Pattern #7010T1 back is equal to 2640
- Item #6 EJ Pattern #1310Z frame and 131007 cover is equal to 1032 frame and 1007 cover.
- Item #9 EJ Pattern #1312Z frame and 131034 grate is equal to 1007A frame and 1182 grate.



RESPONSIBLE BIDDER

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

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

_____ yes X no

- B. Has your firm filed for bankruptcy? _____ yes X no

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



NON-COLLUSIVE BIDDING CERTIFICATE

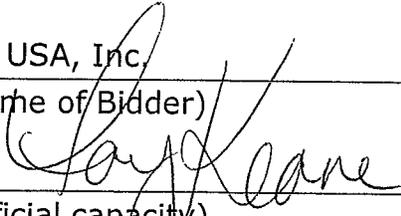
Pursuant to Chapter 675, Laws of 1966

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

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

EJ USA, Inc.

(Name of Bidder)



(Official capacity)

Finance, Director



TECHNICAL SPECIFICATIONS

CASTINGS FOR MANHOLES AND CATCH BASINS

- Items will be ordered as needed. Quantities will vary per order; however each order will be a minimum of \$2000.00. Each item pricing will include all costs of delivery.
- Delivery will be made to:

City of Rome City Yard
132 Race Street
Rome, NY 13440
- Complete orders must be delivered within two weeks of the order date, unless the City approves a longer delivery.
- Partial deliveries will be accepted if agreed upon by the contractor and the City.
- PLEASE INCLUDE STANDARD SHEETS WITH BID.

ITEM NO	DESCRIPTION	QTY	EA PRICE	TOTAL AMOUNT
1	Syracuse Cast MH 1012 Cover and 1012A Frame or Equal 30" Clear Opening	10 EA	\$360.81	\$3,608.10
2	Syracuse Cast 2627 Catch Basin Frame and Grate or Equal	80 EA	\$405.30	\$32,424.00
3	Syracuse Cast 2627 Back Plate Only	20 EA	\$141.23	\$2,824.60
4	Syracuse Cast 2640 Catch Basin or Neenah R3010 Frame and Grate or Equal	15 EA	\$344.17	\$5,162.55
5	Syracuse Cast 2640 or Neenah R3010 Backplate Only or Equal	15 EA	\$106.40	\$1,596.00
6	Syr Cast 1032 Frame With 1007 Cover or Neenah R1554 Frame and Cover 2-1" Holes or Equal	200 EA	\$226.80	\$45,360.00
7	Steel Adjustment Ring 1.5"	20 EA	\$165.11	\$3,302.20
8	INFRARISER Rubber Grade Ring 2"	20 EA	\$79.94	\$1,598.80
9	Syracuse Cast 3" 1007A Frame with 1182A Open Grate or Equal	30 EA	\$213.60	\$6,408.00
	GRAND TOTAL			\$102,284.25

PREVAILING WAGE SCHEDULE

FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

PRC No 2014001469

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.



EJ
301 Spring Street
PO Box 439
East Jordan, MI 49727-0439

+1 231 536 2261
800 874 4100
ejco.com

March 13, 2014

Dear Valued Customer

SUBJECT: Warranty: Construction Castings

Customer Terms and Conditions of Purchase for EJ USA, Inc., can be viewed on our website, www.ejco.com and contains our general warranty information.

Section 6 of our Customer Terms and Conditions contains warranty information for our products:

• **Defects; Remedies.** Buyer agrees to inspect the goods immediately upon receipt of such goods from Seller. If any item of goods that is manufactured by Seller and is not subject to alteration, improper installation, abuse or misuse proves to be defective (as defined below) within five days following the date of shipment and prior to installation (in the case of a patent defect) or one year following the date of shipment (in the case of a latent defect), and if Buyer gives written notice to Seller of such defect within that period and does not alter the goods, then Seller shall, at Seller's option, either repair or replace the defective item, at Seller's expense. Hydrants, valves, or detectable warning plates manufactured by Seller shall have a warranty period of ten years for latent defects. Aluminum hatches manufactured by Seller shall have a warranty period of five years. Seller shall not be responsible, however, for the expense of locating or removing the defective goods or re-installing any repaired or replacement goods. Notice of a breach of Seller's warranty must be made in writing addressed to Seller, setting forth sufficient details to permit identification by Seller of the claimed defect. Samples should accompany such notification. If Buyer alters the goods or fails to notify Seller within the one year period, or ten year period for hydrants, valves or detectable warning plates, following shipment of the goods, or if the goods are installed improperly, then any claim for breach of warranty shall be conclusively deemed to have been waived by Buyer with respect to the alleged defect. In the event of a defect in any goods constituting a breach of the warranty provided herein, Seller shall furnish instructions for the disposition of the defective goods. Seller shall have the option of requiring the return of the defective goods, transportation prepaid, and proof that the goods were not altered or subject to misuse or abuse to establish the claim. No goods shall be returned to Seller without its prior consent. The acceptance of any goods returned to Seller shall not be deemed an admission that the goods are defective or in breach of any warranty, and if Seller determines that the goods are not defective, they may be returned to Buyer at Buyer's expense.

If Seller fails to repair or replace any defective item within a reasonable time, then Seller shall be liable to Buyer for the lesser of (i) the reasonable costs of repair or replacement by a third party, or (ii) that part of the purchase price of the defective goods that Buyer shall have paid, but Buyer shall not obtain repair or replacement by a third party without giving Seller at least fifteen days prior written notice, during which time Seller may repair or replace the defective item. An item shall be considered "defective" if it is found by Seller to have been defective in materials or workmanship and if the defect materially impairs the value of the goods to Buyer, except that the goods shall not be defective to the extent that (i) they conform with drawings of or specifications for or a sample of goods that have been approved by Buyer, (ii) they are inspected and not rejected by governmental authorities upon final installation, (iii) they conform with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Buyer, (iv) they are improperly installed and such improper installation causes the claimed defect or damage or (v) they are damaged due to the method or length of storage or in the course of installation. Seller does not warrant the workmanship of others who have performed work on or installed the goods. If Buyer's representative agrees, either orally or in writing, to a change in or waiver of the specifications for any item of goods, then such goods shall not be considered defective to the extent they conform to the specifications as so changed or waived. This Section sets forth Buyer's sole and exclusive remedies for any defect in the goods. Neither Buyer nor

any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the goods. Any statements to the contrary are hereby rendered null and void unless made in a writing signed by an authorized officer of Seller. Except as stated herein, Buyer shall not have any right of rejection or revocation of acceptance of goods.

Sincerely,

EJ USA, Inc.

A handwritten signature in black ink, appearing to read 'William J. Lorne', written over a grid of small dots.

William J. Lorne
Vice President Business Development
& Corporate Secretary

RESOLUTION NO. 107

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 that said list be amended so as to reflect the addition of Antonio DiPaolo and the deletion of Greg Keller; 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 Antonio DiPaolo and the deletion of Greg Keller.

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	Matt Keller	
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	Matt Keller	
Engineering	Fred Schmidt	Joe Guiliano	Matt Keller	
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	Matt Keller	
Parking Authority	Fred Schmidt	Larry Daniello	Matt Keller	
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	Matt Keller	Thomas Jones	
Records	Louise Glasso			
Shade Trees	Fred Schmidt	Matt Keller	Thomas Jones	
Sign Shop	Fred Schmidt	Pete Kieffer	Matt Keller	
Street Maint & Snow Removal	Fred Schmidt	Matt Keller	Thomas Jones	
Treasurer	Dave Nolan	Pasquale Lisandrelli	Denice Golden	
Water Filtration	Fred Schmidt	Antonio DiPaolo	Matt Keller	
Water Pollution	Fred Schmidt	Dave Marino	Rick Kenealy	
Water Shop	Fred Schmidt	Tony Nash	Matt Keller	
Service Fee Paymt Fund	Fred Schmidt			

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

RESOLUTION NO. 108

AUTHORIZING AN AMENDMENT TO A CONTRACT WITH PAYMENTUS
CORPORTION PURSUANT TO RESOLUTION NO. 50 ADOPTED FEBRUARY 12, 2015

By _____;

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 50 adopted February 12, 2015, authorized the awarding of a contract to Paymentus Corporation, for the purpose of processing MUNIS Citizen Self-Serve tax payments, utility payments and City of Rome Retiree health insurance payments; and

WHEREAS, it is the recommendation of David C. Nolan, Treasurer for the City of Rome, that the above referenced agreement with Paymentus Corporation be amended, so as to add miscellaneous Governmental Services and reflect a reduction on the price of ACH/eChecks from \$5.95 to \$.50 per payment, as more specifically described in the Miscellaneous Governmental Services category of the attached "Schedule A", 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 Paymentus Corporation, pursuant to Resolution No. 50 adopted February 12, 2015, be and is hereby amended, so as to add Miscellaneous Governmental Services and reflect a reduction on the price of ACH/eChecks from \$5.95 to \$.50 per payment; and

BE IT FURTHER RESOLVED, that the remainder of Resolution No. 50 approved by the Board of Estimate and Contract of the City of Rome, New York, on February 12, 2015 shall otherwise remain as adopted.

Seconded by _____.

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

ADOPTED: DEFEATED:

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the End User will be based on the following table:

Payment Type (Convenience Fee Model)	Paymentus Service Fee
Taxes <ul style="list-style-type: none">Average Bill Amount: \$500.00	2.4% of the payment amount for Credit Cards (Visa, MasterCard and Discover) \$2.95 for Debit Cards (Visa, MasterCard) \$0.50 for ACH/eCheck
Utility <ul style="list-style-type: none">Average Bill Amount: \$260.00	\$5.95 Flat Fee per transaction for Credit Cards (Visa, MasterCard and Discover), Debit Cards (Visa, MasterCard) and ACH/eCheck
Miscellaneous Governmental Services <ul style="list-style-type: none">Retirement Health Insurance (Average Bill Amount: \$300)	\$5.95 Flat Fee per transaction for Credit Cards (Visa, MasterCard and Discover), Debit Cards (Visa, MasterCard) \$0.50 ACH/eCheck

Note: Maximum Amount per Payment is \$500.00. Multiple payments can be made.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risk.

AMENDING AGREEMENT

Customer:	City of Rome, New York
Customer Address:	198 N. Washington Street Rome, NY 13440
Contact for Notices to Customer:	David Nolan, Director of Finance

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement originally dated April 7, 2015.

B - The parties now wish to amend Schedule A of the Master Service Agreement to add Miscellaneous Governmental Services and the corresponding Convenience Fee.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Schedule A of the Master Service Agreement shall now contain Miscellaneous Governmental Services along with the corresponding Convenience Fee.

Except for Schedule A, as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 109

AUTHORIZING THE CORPORATION COUNSEL TO SETTLE
TAX CERTIORARI PROCEEDINGS

By _____:

WHEREAS, United Parcel Service has heretofore commenced litigation proceedings in the Supreme Court of the State of New York in and for the County of Oneida, seeking a reduction in real property taxes, as outlined more specifically Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Office of the Corporation Counsel has recommended the settlement of the aforesaid tax certiorari proceedings; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby authorizes the Corporation Counsel to settle the tax certiorari proceeding brought by United Parcel Service, by reducing the petitioner's real property tax assessments on the property, as per Exhibit "A" attached hereto and by this reference made a part of this Resolution, and executing any agreement or related documentation effectuating such settlement; and

BE IT FURTHER RESOLVED, that RPTL §727 shall apply for the 2014, 2015 and 2016 assessment rolls.

Seconded by _____

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

ADOPTED: DEFEATED:

EXHIBIT A

2014 – Dismiss Tax Certiorari action and leave assessment as previously established

<u>Year</u>	<u>Original Assessment</u>	<u>New Assessment</u>	<u>Amount of Refund</u>
2015	\$1,347,600	\$893,868	\$6,002.87

RESOLUTION NO. 110

AUTHORIZING SETTLEMENT OF COMPLAINT FILED WITH THE NEW YORK STATE DIVISION OF HUMAN RIGHTS AGAINST THE CITY OF ROME, NEW YORK FOR \$3,500.00

By _____:

WHEREAS, Adele Jeffalone filed a verified complaint with the New York State Division of Human Rights on June 20, 2012; and

WHEREAS, Adele Jeffalone, has agreed to accept a settlement offer by the City of Rome in the amount of \$3,500.00 in full settlement of her complaint against the City of Rome, with no admission of liability by the City of Rome or any of its employees or officials; and

WHEREAS, Gerard F. Feeney, Corporation Counsel, has recommended a settlement of the aforesaid complaint upon receipt of a fully executed Release from Adele Jeffalone, as being in the best interests of the City of Rome; now, therefore,

BE IT RESOLVED, pursuant to Rome Charter Law—Title A, §173, by the Board of Estimate and Contract of the City of Rome, New York, it does hereby authorize the Corporation Counsel of the City of Rome to settle the complaint of Adele Jeffalone, against the City of Rome for the total sum of \$3,500.00 with no admission of wrongdoing or liability by the City of Rome; and

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

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

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 111

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ROME
CLEAN AND GREEN FOR A RECYCLING, LITTER PREVENTION AND
BEAUTIFICATION INITIATIVE FOR \$127,400.00

By _____:

WHEREAS, improving the City of Rome's recycling rate is critical to the sustainability of our community, both environmentally and financially; and

WHEREAS, it has been proven that to change local cultural behaviors, a recycling campaign with organized and creative educational and promotional activities must be developed and delivered to compliment the recycling operation; and

WHEREAS, Rome Clean and Green has been working diligently to conduct essential research to outline necessary steps to increase the City of Rome's recycling rate, including education and promotion; and

WHEREAS, litter and blight are tremendous problems that detract from the beauty of a community and impact the perception of said community; and

WHEREAS, studies show that the fiscal impact of litter on a community can be exorbitant; and

WHEREAS, a beautification program can greatly improve the appearance of a community and enhance the perception and reputation of said community; and

WHEREAS, Rome Clean and Green, in collaboration with Rome Main Streets Alliance, is prepared to perform a comprehensive litter prevention and beautification program designed to enhance the attractiveness of the City of Rome and reduce the fiscal impacts of slum and blight; and

WHEREAS, Rome Clean and Green, in collaboration with Rome Main Streets Alliance, will also provide consulting services to the City of Rome, and engage in community outreach on behalf of the City as part of said program; and

WHEREAS, Mayor Jacqueline M. Izzo and Louis DiMarco, Seventh Ward Councilor, believe that recycling education, litter prevention and beautification services will help reduce municipal expenditures and make the City of Rome a more attractive and vibrant city; and

WHEREAS, it is recommended by Mayor Jacqueline M. Izzo and Louis DiMarco, Seventh Ward Councilor, that the Board of Estimate and Contract of the City of Rome, New York authorize the Mayor of the City of Rome to enter an agreement with Rome Clean and Green for recycling education services, a litter prevention program and a beautification initiative in collaboration with Rome Main Streets Alliance, as more specifically defined in the attached Proposal, which is attached hereto and made a part of this Resolution, in an amount not to exceed \$127,400.00, to be paid in quarterly installments; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate and Contract that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with Rome Clean and Green for recycling education, litter prevention and beautification services, as defined in the attached documentation, in an amount not to exceed \$127,400.00, through account EL8160-418, which shall be paid in quarterly installments, for a period commencing upon execution and expiring one year therefrom.

Seconded by _____.

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

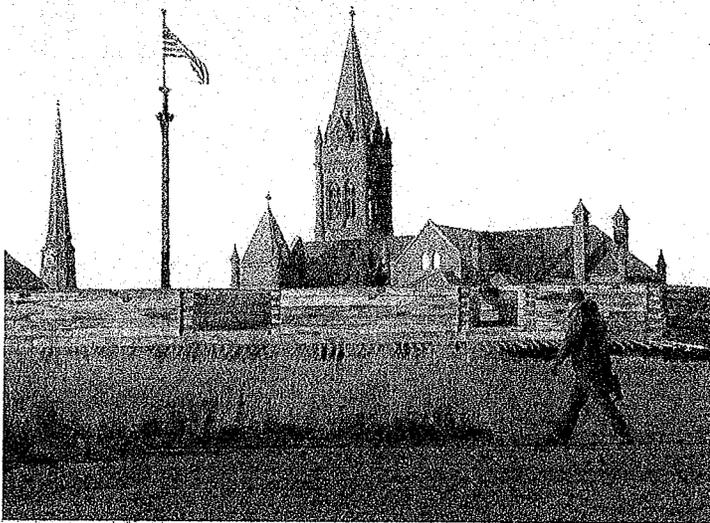
ADOPTED:

DEFEATED:

Rome Clean and Green and Rome Main Streets Alliance
March 21, 2016

Proposal for

City of Rome Recycling, Litter Prevention, and Beautification Initiative



Rome Clean and Green
KEEP AMERICA BEAUTIFUL AFFILIATE



Economic Development through Environmental Engagement

Table of Contents:

I.	SUMMARY	3
II.	NEEDS/PROBLEMS	4
III.	GOALS/OBJECTIVES	5
IV.	PROCEDURES/SCOPE OF WORK	6
V.	TIMETABLE	8
VI.	BUDGET	8
VII.	NEXT STEPS	9

EXHIBIT A: Detailed Timetable

1. Summary

Rome Clean and Green, a local affiliate of the national Keep America Beautiful organization since 1991, cultivates environmental behavioral change by engaging and inspiring community stewardship in three focus areas – putting an end to Littering, improving Recycling, and Beautifying communities. An investment in a Keep America Beautiful affiliate has exponential value: “for every \$1 invested, our affiliates return an average of \$34 in local community benefit.”¹

Rome Main Streets Alliance, a member of Main Street America since 2003, recognizes that a community is only as strong as its core. Through proven strategies, Main Streets affiliates revitalize downtowns and commercial districts and enhance neighborhoods through four key points: Economic Vitality, Promotion, Design, and Organization. The National Main Streets Center, in discussing the economic impact of Main Street Programs across the nation from the years 1980-2014, states, “The reinvestment ratio for a dollar to the Main Streets Program is \$26.52 : \$1.00.”²

Rome Clean and Green and Rome Main Streets are committed to fostering the economic development initiatives that have been identified by our elected officials as a priority to make Rome an attractive and vibrant city, poised to welcome new residents, retain our current youth and talent, and promote business development. Together, these grass-roots organizations are able to provide educational programming, perform community outreach, and complete beautification projects that enhance commercial districts and neighborhoods alike. These organizations will work collaboratively with the city to develop more efficient materials management practices, increase recycling, eliminate slum and blight, offer reasonable and appropriate outlets for litter prevention, enhance the attractiveness of the city to potential residents and businesses, and engage individuals from all walks of life on a daily basis in the betterment of their surroundings.

A partnership between the City of Rome, Rome Clean and Green, and Rome Main Streets will address barriers currently hindering residents and business owners from participating in efforts to change the way our city is perceived. Rome Clean and Green and Rome Main Streets are able to provide both the material and intellectual resources necessary to precipitate needed change.

To achieve these means, the organizations are seeking financial support from the City of Rome in the amount of \$127,400. These funds will be utilized for program development and delivery, data management, and materials necessary for these initiatives.

¹ www.kab.org

² www.preservationnation.org/main-street

II. Needs/Problems

There is direct evidence that beautification efforts directly increase economic viability in communities. The National Main Streets Center echoes the basic tenet to which Keep America Beautiful subscribes: "Turning public spaces into beautiful places helps to drive positive social, environmental and economic change."³

Useful-Community-Development.org cites, "A pleasant community appearance adds to home values, helps attract business to investment, and just improves the neighborhood reputation. Research shows that beauty is one of the top three factors in creating community attachment, or loyalty, to your particular town or city."⁴

Litter and blight are tremendous problems that detract from the beauty of a community. According to the 2009 National Visible Litter Survey and Litter Cost Study prepared by MidAtlantic Solid Waste Consultants for Keep America Beautiful, Inc., "93% of homeowners say a littered neighborhood would decrease their assessment of a home's value and influences their decision to purchase a property. 40% estimated that litter would reduce a home's value by 10% to 24%." This study confirmed that these perceptions are valid - litter in a community decreases property values by at least 7%. They further assessed that "36% of business development officials say that litter impacts a decision to locate to a community."⁵ Potential customers are also far less likely to patronize a business that is visibly littered.

Litter begets litter. Areas that tend to show signs of neglect often lead to further deterioration and abuse. Exceedingly littered and blighted neighborhoods are hallmarks of neighborhoods that experience high rates of crime. Beauty is then synonymous with safety.

The fiscal impact of litter on a community is exorbitant. The 2009 Litter Survey estimated that the annual cost of litter clean up per capita at around \$42. This translates to over \$1.3 million dollars each year in direct and indirect litter costs for a city the of Rome's size. Decreasing instances of litter lead to reductions in municipal expenditures for litter abatement, and alleviate the tax burden on residents and businesses.

Recycling poses another significant challenge for many cities, towns, and villages. Trash collection is a significant expenditure in the budget for most municipalities – Rome is no different. The City of Rome currently serves approximately 7,500 households through its municipal waste collection, administered by Bliss Environmental Services. The city adapted a two-cart refuse collection program in late 2014, giving the majority of residents the capacity to place up to 64 gallons of landfill bound waste at the curb, along with an unlimited amount of recycling. Prior to this change, the city's average recycling rate hovered around 18-19%. This percentage showed no deviation upon the introduction of the single-stream process by our local waste authority in July of 2011.

³ www.kab.org

⁴ www.useful-community-development.org

⁵ MSW Consultants for Keep America Beautiful, Inc.: 2009 Visible Litter Survey and Cost Study Index

Conversion to the cart collection system resulted in only a slight increase in recycling – with the Oneida Herkimer Waste Authority (OHSWA) recording a year-end total for Rome of approximately 22% for 2015. Communities converting to a similar method of materials management have reported upwards of a 10% increase in recycling, as unlike Rome, they coupled their transition to a two-cart system with intensive education and monitoring of recycling behaviors.

The City of Rome serves an additional 930 Small Commercial properties through its municipal waste collection. These units vary in waste output based on the nature of their operations. They are allotted up to eight 35 gallon receptacles of solid waste, and like the residential collections, an unlimited amount of recycling. Some businesses maximize these disposal limits, while some actually discard very little; however no discernment is made in terms of tax assessment for waste removal. The commercial operations being served include small farms, businesses and restaurants, recreational facilities, community service organizations, and industrial and utility operations.

A thorough audit of these businesses will assess current recycling programs in place, efficiencies in waste management practices, and opportunities for more proficient execution of materials disposal for each organization. Data obtained from this research will allow a determination to be made regarding each businesses' individual needs in terms of waste and recycling receptacles, as well as whether or not alternative disposal methods should be investigated.

The presence of flowers, trees, and green spaces are harbingers of attractive communities. Currently, the City of Rome solicits donations and manages flower plantings at various locations throughout the community. There is no formal design plan in place, and as the information herein demonstrates, these tasks place an unnecessary burden on city employees. While a few locations should be supervised by qualified staff due to proximity to dangerous situations such as major roadways and intersections, many of the sites could and should be encompassed by the Rome Clean and Green Adopt-A-Spot program and Main Streets Design Committee. This alleviates a workload from the Department of Public Works for more appropriate allocation of city resources. Bends to lift beautification also acts as an economic engine "by attracting more visitors, providing positive word of mouth publicity, creating an environment that tends to lift the spirits of service personnel, and creates community pride."⁶

III. Goals/Objectives

Rome Clean and Green and Rome Main Streets have a shared vision for creating and sustaining a vibrant community. The ongoing goals for the organizations will enhance the economic development of the city through:

- Corridor and Public Space Beautification

⁶ www.tourismandmore.com

- City Wide Litter Prevention Program
- Community Engagement and Public Education pertaining to Litter, Recycling, and Beautification
- Commercial Facility and Main Streets Corridors Auditing resulting in Modifications for Materials Management and Right of Way Maintenance
- Consistently managed, ever-ready Volunteer base

IV. Procedures/Scope of Work

To achieve our shared goals, Rome Clean and Green and Rome Main Streets propose the following steps to reduce litter, increase recycling, and beautify our public spaces and Main Streets corridors:

LITTER PREVENTION:

Marked improvement can be made in reducing the appearance of our community through litter remediation. A large portion of the costs associated with litter collection can be alleviated by:

- Assuring proper placement of waste and recycling receptacles in every public space and city-owned building
- Engaging residents in frequent neighborhood cleanups and an expansive Adopt-A-Spot program
- Collaborating with city resources to educate residents about littering behaviors, rewarding those who exemplify our desired standards, and enforcing consequences for those in violation of current anti-littering legislation
- Monitoring areas of slum, blight, illegal dumping, and graffiti; developing and implementing plans for remediation and future prevention

WASTE REDUCTION AND RECYCLING:

Consistent education and outreach are the hallmarks of a successful recycling initiative. Rome Clean and Green has the capacity to provide an educational component for the current collection system. This will be achieved by:

- Performing community outreach
- Scheduling and facilitating neighborhood meetings
- Providing individual and group outreach
- Integrating school programming that engages youth in environmental stewardship

- Acting as a resource for questions and concerns that arise related to curbside collection
- Monitoring reports of Codes violations and improper curbside set-out
- Redeveloping media and educational materials for residents to ensure understanding and compliance
- Advancing the community to a true Pay As You Throw model, empowering residents to control their costs for refuse by extending savings for increased recycling directly to the taxpayer
- Providing resources for alternative materials management including product stewardship, reuse, and recycling of items not included in single stream processing such as plastic film, electronics, and household hazardous waste.
- Conducting a thorough audit of businesses classified as Small Commercial
- Assessing whether or not recycling programs are currently in place in city buildings and commercial properties that are part of the inside district collection program
- Measuring efficiencies in waste management practices of commercial entities
- Providing opportunities for more proficient execution of materials disposal for identified organizations

BEAUTIFICATION:

Rome Clean and Green, in collaboration with the Rome Main Streets Alliance Design Committee and appropriate city departments, will develop and administer a comprehensive beautification program to enhance our public corridors, while also encouraging private residences and businesses to become more engaged in the greening of their property. This will include:

- Maintenance of existing green spaces and development of new beautified areas throughout the community
- Design, installation, and maintenance of Main Streets Corridor and Public Parks flower beds, planters, hanging baskets, banners, and wayfinding signage
- Building relationships with Main Streets businesses to increase efforts for right of way beautification, flower and tree plantings, and building enhancements
- Developing a recognition program to highlight exemplary residences and businesses that demonstrate excellence in curb appeal
- Identification of key locations for comprehensive beautification and blight remediation projects

V. Timetable

Rome Clean and Green and Rome Main Streets engaged in initial assessment, planning, and development beginning on March 1, 2016. For the purposes of this proposal, contracted services will commence on April 15, 2015, extending for a term of one year, at which time, future needs will be assessed.

See Exhibit A for a detailed action plan.

VI. Budget

Funding Need	Description of Work	Anticipated Costs
Program Development and Administration Rome Clean and Green	Recycling and Litter Prevention initiatives as detailed in Project Timeline	\$48,000
Program Development and Administration Rome Main Streets	Beautification initiatives as detailed in Project Timeline	\$36,400
Two College Internship Assistants	Administrative support for initiative, including data collection and analysis, document management, and communication	\$2,500
Promotional Collateral and Print Materials	Direct mailings, updated recycling brochure, print media and communications	\$20,000
Computer and Associated Software for Data Management, Reporting, and Design	Data collection and impact measurement	\$3,000
Signage	No littering signs, identification markers	\$2,500
Beautification	Planting materials for corridors	\$15,000
	Total	\$ 127,400.00



City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Action Step	Responsibility	Timeframe	Resources
Visual Assessment of Primary corridors	Rome Clean and Green and Rome Main Streets Collaboration	March 10 - 30, 2016	<ul style="list-style-type: none"> - automobile - camera/photographic journaling
Assess Prior Five Years Recycling Data	Clean and Green	March 1 - 31, 2016	<ul style="list-style-type: none"> - DPW weights and measures - OHSWA reporting - hauler feedback and visual surveys
Recruit Business Participants for April "Earth Month" Reuse Initiative	Clean and Green	March 15 - 31, 2016	<ul style="list-style-type: none"> - Local stores/restaurants to offer reusable items such as cups, bags, containers
Inventory assessment of existing waste receptacles and planning containers/spaces	Collaborative	By March 31, 2016	<ul style="list-style-type: none"> - planters - hanging baskets - hardware - irrigation and transportation (Gator/trank) - stone, soil, mulch
Launch 2016 Great American Clean Up initiative - "Clean Your Block Party"; provide calendar of associated events	Collaborative	April 1, 2016	<ul style="list-style-type: none"> - press release contacts - social media blasts - public press conference - Rome Chamber of Commerce
Form Litter Prevention and Beautification Committee	Collaborative	April 1- April 15, 2016	<ul style="list-style-type: none"> - press and social media requests for participation - direct mailing to local organizations - one on one conversations with city officials, organizational directors and business leaders.
Solicit sponsors for Great American Clean Up Initiative	Collaborative CG lead	April 1 - April 5, 2016	<ul style="list-style-type: none"> - seek sponsorships, as well as donation of in-kind materials and services for clean-up activities

City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Design and order materials for city flower beds, planters, and hanging baskets	Collaborative MS lead	Commencing April 8, 2016	<ul style="list-style-type: none"> - draft plans for beds - maps of identified priority spaces for 2016 planting season - planting schedule
Collaborate with City Departments and Common Council to identify priority projects and high needs areas	Collaborative	By April 15, 2016	<ul style="list-style-type: none"> - Mayor's Office, Public Works, Codes, Community and Economic Development, Common Council, Bliss Environmental
Review current city codes and ordinances for litter, recycling, and right of way maintenance	Collaborative CG lead	April 1 - 30, 2016	<ul style="list-style-type: none"> - city codes and ordinances
Complete Spring Community Appearance Index	Collaborative	April 15, 2016	<ul style="list-style-type: none"> - volunteer panel - camera - van/bus - survey materials
Host 2016 Great American Clean Up Activities; Initiate 2016 City Recycling Campaign	Collaborative; Rome Historical Society, Canal Corporation, City Partners	April 1, 2016-May 31, 2016; Day of Action April 23, 2016	<ul style="list-style-type: none"> - bags, gloves, tools, water - clean up team recruitment - targeted locations - special collection - post clean up entertainment and food
Community Outreach and Education – Best Practices for Litter Prevention and Curbside Recycling	Rome Clean and Green	April 1 – Ongoing	<ul style="list-style-type: none"> - door to door/neighborhood conversations - workshops, meetings, presentations at community venues - store front booths
Launch Organizational Membership Campaigns and Adopt A Spot Program	Collaborative	April 1 – May 31, 2016	<ul style="list-style-type: none"> - membership applications - member benefit packages - Adopt A Spot applications - resource listings for adopters
Enlist Adopters; provide guidance and material resources for Spot maintenance	Rome Clean and Green; Adopt A Spot Program Coordinator	April 1, 2016- ongoing	<ul style="list-style-type: none"> - contracts - signage - tools for lending - planting materials

Rome Clean and Green and Rome Main Streets Alliance

City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Audit city buildings and park spaces for materials management practices and waste disposal outlets	Rome Clean and Green	April 1- April 30, 2016	<ul style="list-style-type: none"> - survey materials - camera - documentation of findings
Complete Commercial District Inventory to assess commerce, vacancies, and development opportunities	Rome Main Streets	April 1, 2016 – August 30, 2016	<ul style="list-style-type: none"> - laptop with associated software - vehicle - data assessment; documentation of findings
Perform education and outreach for city departments for Recycling and Materials Management Practices	Rome Clean and Green	April 18 - May 20, 2016	<ul style="list-style-type: none"> - appropriate waste receptacle placement - recycling education materials - city department scheduling
Begin weekly review of curbside collection violation report; assess and trend data for potential route improvements	Rome Clean and Green	April 18, 2016 - ongoing	<ul style="list-style-type: none"> - daily route violation reports - DPW, Bliss Environmental, and Codes Enforcement
Placement of appropriate trash and recycling receptacles in public spaces	Collaborative	May 1- July 31, 2016	<ul style="list-style-type: none"> - design appropriate receptacles - planned maintenance
Observation of New York State "I Love My Park" Day	Collaborative	May 7, 2016	<ul style="list-style-type: none"> - volunteers - construction and preparation of flower beds - clean-up of litter - painting, lighting, and other infrastructure improvements - collaboration with city Marketing and Printing Providers
Redevelop City Recycling Brochure; Prepare community educational collateral	Rome Clean and Green	May 15 targeted distribution	<ul style="list-style-type: none"> - collaboration with city Marketing and Printing Providers
Placement or reconstruction of community planting beds and flower pots; hanging baskets; planters; banners	Collaborative	May 1-15, 2016	<ul style="list-style-type: none"> - planters - plant materials - irrigation, soil enhancement, mulch

Rome Clean and Green and Rome Main Streets Alliance

City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Planting of annual and perennial beds and planters throughout city	Collaborative	May 14-15 and May 21-22, 2016	<ul style="list-style-type: none"> - volunteers - in-kind public works
Host Periodic Site Cleanups with Volunteer Collectors to address priority sites not remediated during GAC or in need of frequent monitoring	Collaborative; Litter Committee, Volunteers	May 15 - October 31, 2016	<ul style="list-style-type: none"> - bags, gloves, tools, water - clean up teams - targeted locations
Daily Maintenance; Oversight of Two Youth Service Interns for Weeding, Watering, Litter Abatement	Rome Main Streets	May 15 -September 30, 2016	<ul style="list-style-type: none"> - irrigation and transportation (Gator/hank) - gloves - trash grabbers - rakes, trowels, planting materials
Design, Procurement, and Installation of Main Streets Corridor Banners, Signage, and Wayfinding	Rome Main Streets	May 15-June 30, 2016	<ul style="list-style-type: none"> - banners - signage - installation hardware
Jervis Semi-Annual Recycling Day	Rome Clean and Green; Jervis Library	May 25, 2016	<ul style="list-style-type: none"> - city assistance for special collection - publicity through traditional media and social media - volunteers
Community Education Initiative – Outreach and Engagement	Rome Clean and Green	Ongoing May 2016 through April 2017	<ul style="list-style-type: none"> - to be determined in collaboration with Mayor's Office, Municipal Operations Committee, and Department of Public Works
Establish a Litter Hotline for reporting of illegal dumping, recycling concerns, and littered or blighted areas	Rome Clean and Green	Ongoing beginning May 2016	<ul style="list-style-type: none"> - phone and internet reporting sources
Acquire and implement Recycle Coach mobile app and website	Collaborative	Ongoing beginning May 2016	<ul style="list-style-type: none"> - application development - educational outreach and user recruitment - data monitoring and trending of reported issues

Rome Clean and Green and Rome Main Streets Alliance

City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Appraisal of city waste collection distribution; modification to collection as needed for multi-unit residential and small commercial properties	Rome Clean and Green	Ongoing May 2016-April 2017	<ul style="list-style-type: none"> - site visits and evaluations - budget and tax data - current scope of collection services for inside district
Analysis of waste collection problems and challenges; primarily reported through curbside collection violations, illegal dumping activity, and blighted properties	Collaborative CG lead	Ongoing May 2016-April 2017	<ul style="list-style-type: none"> - curbside observations - daily route violation summary - Codes reports
Install "Adopt-A-Spot" Markers, "No Littering" Signage, and if needed, cameras for hot-spot monitoring	Collaborative	May - August	<ul style="list-style-type: none"> - signs - cameras
Develop lending program for residents and organizations to place TRC's (Trash and Recycling Stations) at public events for Materials Management	Collaborative	May - October	<ul style="list-style-type: none"> - TRC stations - application for use - inventory system
Research and perform cost analysis on residential recycling Incentive program	Rome Clean and Green	June 2016	<ul style="list-style-type: none"> - various incentive programs - fiscal data
Monitor Adopt-A-Spot locations; Perform Saturday Sweeps twice per month during peak growing season	Collaborative	Bi-Monthly, June through November	<ul style="list-style-type: none"> - camera - reporting form - tools
Incentivize neighborhood and business district beautification efforts by implementing Award Program/Competition	Collaborative	Launch June 1, 2016; frequency of awards to be determined	<ul style="list-style-type: none"> - award guidelines - nomination process - sponsors for award recipients

City of Rome Recycling, Litter Prevention, and Beautification Initiative 2016

Educational Engagement for Corridor Businesses on Economic Impact of Blight	Rome Main Streets	June 2016 - Ongoing	<ul style="list-style-type: none"> - door to door conversations - direct mailing - online resources
Implement Daffodils and Daylilies Donation program	Collaborative	Launch July 2016	<ul style="list-style-type: none"> - identification of appropriate planting spaces - public donations - purchase and donation of bulbs - volunteers for bed preparation and planting
Community Education Initiative; Corridor Branding and Community Identity	Rome Main Streets	July 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> - host series of four Town Hall meetings in each major downtown corridor - associated direct mailings and traditional and social media promotion - door to door conversations in residential neighborhoods
Community Education Initiative; Cigarette Litter Prevention Program Launch	Rome Clean and Green, Litter Prevention Committee	August 2016	<ul style="list-style-type: none"> - City Departments (Public Works, Parks and Recreation, Community and Economic Development) - Oneida Herkimer Solid Waste Authority - KAB CLPP program materials
School Education Initiative, Waste In Place Curriculum Delivery	Rome Clean and Green	September 2016-June 2017	<ul style="list-style-type: none"> - present Litter Prevention Activities via WIP curriculum three times annually at each school grades K-6
Augment summer plantings with fall flowers and ground cover, deliver KAB National Planting Day Project	Collaborative	September 1, 2016 until complete	<ul style="list-style-type: none"> - plant materials - tools - irrigation
Complete Fall Community Appearance Index - Litter Index	Collaborative	By November 15	<ul style="list-style-type: none"> - camera - van - survey materials
Process Analysis and Program Modification	Collaborative	Ongoing May 2016-April 2017	<ul style="list-style-type: none"> - collected data - volunteer and stakeholder feedback