



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

JUNE 23, 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 preceding session be dispensed with and that they be approved.)
3. **COMMUNICATIONS**
4. **PUBLIC SPEAKERS**
5. **REPORT OF DEPARTMENT HEADS**
6. **RESOLUTIONS**
RES. NO. 131
A

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARYSEWER EXTENSION PROJECT. Schmidt

RES. NO. 132
B

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR DELIVERY OF CLASS D CONCRETE TO VARIOUS LOCATIONS THROUGHOUT THE CITY FOR THE CONSTRUCTION SEASON OF 2016. Emmanuele

RES. NO. 133
C

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS TO PROVIDE CONCRETE AND GRANITE CURB CUTTING SERVICES AT VARIOUS LOCATIONS IN THE CITY OF ROME, NEW YORK. Emmanuele

RES. NO. 134

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GHD CONSULTING SERVICES, INC. Schmidt

RES. NO. 135

E

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

RES. NO. 136

F

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 137

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 138

H

AUTHORIZING BUDGETARY TRANSFERS. Nolan

RES. NO. 139

I

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 140

J

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A ONE MONTH RENTAL AGREEMENT WITH FIVE STAR EQUIPMENT FOR BULLDOZER (\$2,970.00 PER MONTH). Schmidt

RES. NO. 141

K

AUTHORIZING AMENDMENT NO. 3 TO CONTRACT WITH DODSON AND ASSOCIATES PLLC PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 215 ADOPTED AUGUST 14, 2014, RELATIVE TO THE NORTHWEST ROME WATER SYSTEM EXTENSION PROJECT. Schmidt

RES. NO. 142

L

AUTHORIZING AMENDMENT NO. 3 TO CONTRACT WITH O'BRIEN AND GERE PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 214 ADOPTED JULY 24, 2014, RELATIVE TO THE MARTIN STREET/STANWIX HEIGHTS SEWER EXTENSION PROJECT. Schmidt

7. TABLED RESOLUTIONS

RES. NO. 297

A

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

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 131

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By _____:

WHEREAS, Teresa Campanaro a/k/a/ Teresa Campanaro-White (“Campanaro”) owns real property located at 6805 Martin Street in the City of Rome, New York (“property”); and

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“project”); and

WHEREAS, the project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said project; and

WHEREAS, the project design calls for upgrades, including the removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“project upgrades”), to be installed on two (2) portions of Campanaro’s property; and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on said property; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City’s best interest to acquire an easement at 6805 Martin Street from Campanaro; and

WHEREAS, Teresa Campanaro a/k/a Teresa Campanaro-White desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide City with access to the Campanaro property in order to install, repair, construct, modify or otherwise maintain the project upgrades and related equipment at 6805 Martin Street; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Teresa Camapanaro, in order to acquire an easement on the property at 6805 Martin Street, said easement being more specifically described in the attached Permanent Easement Agreement, description and map, which are made part of this Resolution; and

Seconded by _____.

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

ADOPTED:

DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this _____ day of _____, 2016, by and between **TERESA CAMPANARO, A/K/A TERESA CAMPANARO-WHITE**, (“Campanaro”), residing at 6805 Martin Street, Rome, NY, 13440, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“Project Upgrades”), to be installed on two (2) portions of the Grantor’s property located at 6805 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.005); and

WHEREAS, Grantee desires access to the Grantor’s property at 6805 Martin Street (Tax Map #259.001-0001-003.005) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys unto the Grantee a permanent easement over, across and under two (2) portions of Grantor's land at 6805 Martin Street (Tax Map #259.001-0001-003.005), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order to do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Teresa Campanaro (A/K/A Teresa

Campanaro-White) by deed dated September 6, 2011 and recorded in the Oneida County Clerk's Office on September 8, 2011 in Book 2011 at page 12912.

Reserving, however to the owner of any right, title or interest in and to the property described above and depicted on attached Map 1, Parcels 1 and 2, and such owner's, successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for, and as established by, the construction and once constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the

individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public - State of New York

**Permanent Easement
For
Martin Street Sewers
Teresa Campanaro (a\k\la Teresa Campanaro-White)
Reputed Owner**

Map 1/Parcel 1 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 1/Parcel 1, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2011-012912.

Commencing at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner), on the east and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the west;

Thence, northeasterly - 85± feet along said division line to an angle point in said division line;

Thence, northerly - 165± feet along said division line to the point of beginning,

Thence, S 81° 48' 25" E - 208± into the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) to a point;

Thence, S 80° 36' 39" E - 162.34 feet to a point;

Thence, N 19° 14' 29" E - 20.30 feet to a point;

Thence, N 80° 36' 44" W - 166.24 feet to a point;

Thence, N 81° 48' 25" W - 229.88 feet to a point;

Thence, S 22° 38' 47" W - 14± feet to a point on said division line;

Thence southeasterly along said division line - 27± feet to an angle point;

Thence southerly - 2± feet to the point of beginning, containing 7814± square feet (0.179± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 1/Parcel 1, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Teresa Campanaro (a/k/a Teresa Campanaro-White) (Reputed Owner)" as Map 1/Parcel 1.

**Permanent Easement
For
Martin Street Sewers
Teresa Campanaro (a\k\la Teresa Campanaro-White)
Reputed Owner**

Map 1/Parcel 2 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 1/Parcel 2, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2011-012912.

Commencing at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner), on the east and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the west;

Thence, northeasterly - 36± feet along said division line to the point of beginning;

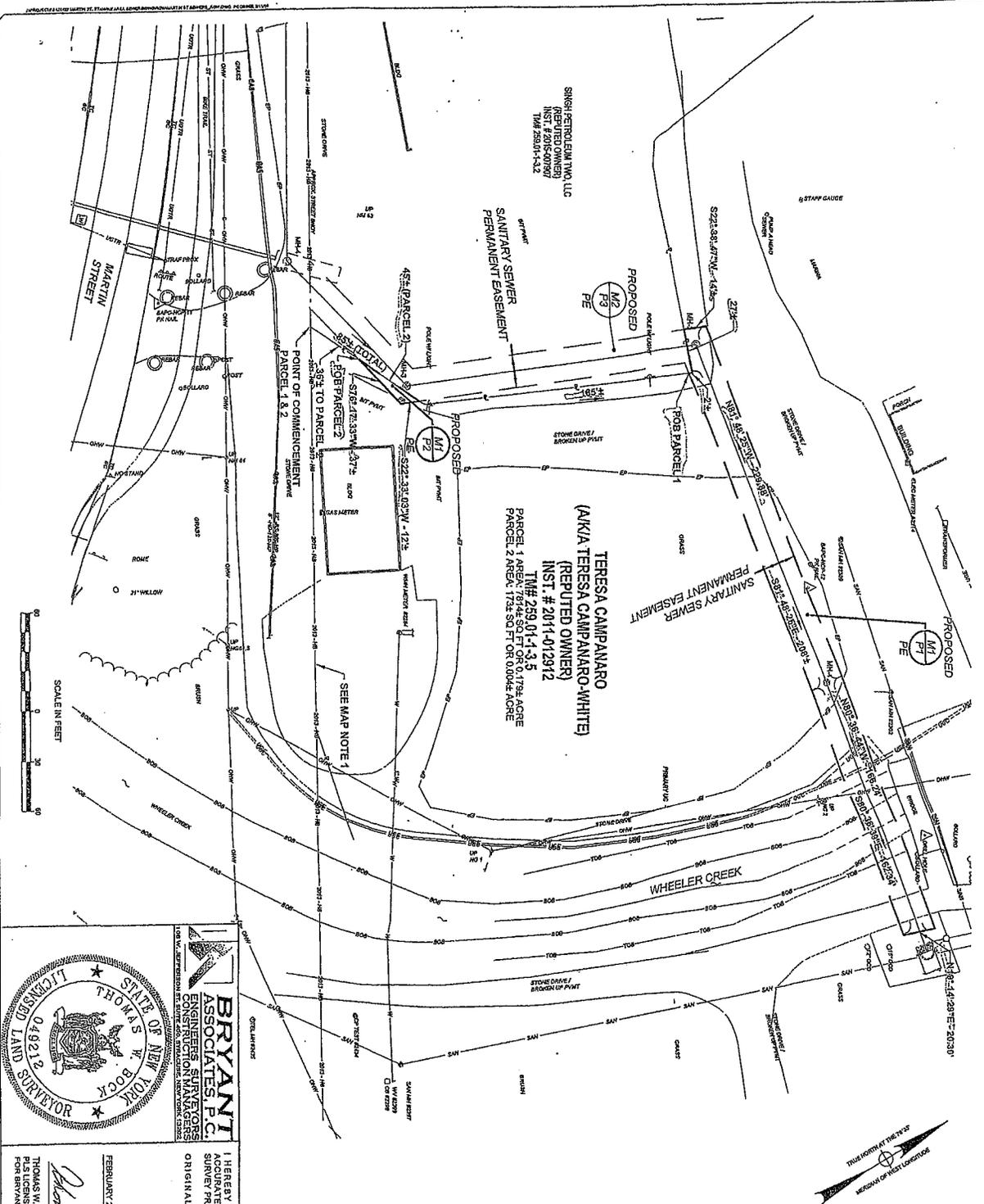
Thence, continuing northeasterly - 45± feet along said division line to a point;

Thence, S 22° 33' 03" W - 12± feet into said lands of Teresa Campanaro (a\k\la Teresa Campanaro-White) to point;

Thence, S 76° 17' 33" W - 37± feet to the point of beginning, containing 173± square feet (0.004± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 1/Parcel 2, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner)" as Map 1 Parcel 2.



DEED REFERENCES:

WARRANTY DEED WITH LHA COVENANT FROM SAMUEL CAMPANARO TRUST TO TERESA CAMPANARO (AKA TERESA CAMPANARO-WHITE) DATED JUNE 11, 2015 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2015-00797 ON SEPTEMBER 8, 2015.

WARRANTY DEED, ALIAS CONVEYANCE, NO. 98, 6989, FROM GARY MARTIN STEPHENSON TO TERESA CAMPANARO (AKA TERESA CAMPANARO-WHITE) DATED JUNE 11, 2015 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2015-00797 ON JUNE 12, 2015.

QUIT CLAIM DEED FROM THE CITY OF ROCHESTER, NEW YORK TO GARY MARTIN STEPHENSON DATED OCTOBER 1, 2012 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2012-01782 ON OCTOBER 19, 2012.

MAP REFERENCES:

1. MAP ENTITLED "NEW YORK STATE THRUWAY AUTHORITY CANALWAY TRAIL" THIS 13-29C, DATED SEPTEMBER 27, 2013.

2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWIX - GRIFFISS AIR FORCE BASE STATE HIGHWAY 5N 7-57, CROSSB, DATED AUGUST 1, 1977.

3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 8455 RC2478 SHEET #4 DATED JUNE 2, 1987.

4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWIX-ORISKANY INTERSECTION, SH 8455 ENTITLED "NEW YORK STATE HIGHWAYS- REPUTED OWNER PARCELS A, MAP #2 A3C - R2, DATED APRIL 20, 1937.

5. MAP ENTITLED "AN EASEMENT FOR THE SOME ROLDS, ALDOLSTA, AND WESTHORNELAND SECTIONS", SH 654, SHEETS #8 & 9, DATED DECEMBER 20, 1905.

NOTE:

1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN LOCATED BY MEANS OF SURVEYING METHODS AND FIELD OBSERVATION. LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE BY BRYANT ASSOCIATES P.C. TO THE HORIZONTAL OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL & VERTICAL LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.

2. SUBJECT TO ANY STATE OF FACTS AN ACQUIRE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.

3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 1293, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

1. I HEREBY CERTIFY THAT THIS IS AN ORIGINAL COPY OF THE SURVEY MAP PREPARED UNDER MY DIRECTION. ORIGINALS HAVE EMBOSSED SEAL.

DATE: FEBRUARY 23, 2016

THOMAS W. BOCK, P.E., L.S.
P.L.S. LICENSE NO. 046212
FOR BRYANT ASSOCIATES, P.C.

BRYANT ASSOCIATES, P.C.
ENGINEERS, SURVEYORS
CONSTRUCTION MANAGERS
100 WESTERN AVENUE, SUITE 200
ROCHESTER, NEW YORK 14620

CITY OF ROCHESTER, NY 14620-0001-000308

LANDS TO BE ACQUIRED FROM TERESA CAMPANARO (AKA TERESA CAMPANARO-WHITE) (REPUTED OWNER)

ONONDAGA COUNTY, NEW YORK
MAP 1 PARCELS 1 & 2

RESOLUTION NO. 132

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR DELIVERY
OF CLASS D CONCRETE TO VARIOUS LOCATIONS THROUGHOUT
THE CITY FOR THE CONSTRUCTION SEASON OF 2016

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the delivery of Class D concrete to various locations throughout the City for the construction season of 2016; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 7, 2016, said bids to be opened by the Purchasing Agent in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

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

Seconded by _____.

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

ADOPTED: DEFEATED:

RESOLUTION NO. 133

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS TO PROVIDE
CONCRETE AND GRANITE CURB CUTTING SERVICES AT VARIOUS
LOCATIONS IN THE CITY OF ROME, NEW YORK

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids to provide concrete and granite curb cutting services at various locations in the City of Rome, New York; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 7, 2016, said bids to be opened by the Purchasing Agent in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

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

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 134

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
AN AGREEMENT WITH GHD CONSULTING SERVICES, INC.

By _____;

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, for the City of Rome, has recommended that the City of Rome, New York, retain the services of GHD Consulting Services, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by GHD Consulting Engineers, for professional services to complete the required updates to the City of Rome’s “Risk Management Plan” and “Water System Vulnerability Assessment & Emergency Response Plan Update”, at a total amount not to exceed \$40,900.00, with a contract term effective upon execution and expiring upon completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with GHD Consulting Services, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by GHD Consulting Engineers, for professional services to complete the required updates to the City of Rome’s “Risk Management Plan” and “Water System Vulnerability Assessment & Emergency Response Plan Update”, pursuant to the attached proposal which is made part of this Resolution, at a total amount not to exceed \$40,900.00, with a contract term effective upon execution and expiring upon completion of the work required.

Seconded by _____.

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

ADOPTED: DEFEATED:



June 1, 2016

Mr. Antonio DiPaolo, Interim Chief Operator
Rome Water Filtration Plant
6105 Stokes-Lee Center Road
Lee Center NY 13363

Re: Proposal for Risk Management Plan (RMP) Update
Water System Vulnerability Assessment and Emergency Response Plan Update

Dear Mr. DiPaolo:

Thank you for asking us to visit your water filtration plant to discuss the current state of your Risk Management Plan (RMP) for chlorine gas and your Water System Vulnerability Assessment and Emergency Response Plan (VA/ERP). GHD Consulting Services Inc. (GHD) is pleased to submit this proposal for engineering services to assist you with the required updates to your RMP and VA/ERP.

SCOPE OF SERVICES

A. RMP UPDATE

1. Update RMP to Show Final Arrangement of New Chlorine System in Filter Gallery

A new chlorine line was added in the filter gallery which includes an underground segment, new valves, an indoor aboveground segment, and new chlorine detectors. GHD will update the description of these items on the RMP drawings and within the text of the RMP.

2. Update RMP to Reflect Proposed Design of New Emergency Chlorination System in Building Currently Under Construction

The new building will contain a chlorine system and various components that must be shown on the RMP drawings and described in the text of the Plan. GHD will update these items and add them to the RMP.

3. Perform Initial Training for New and Existing Employees

GHD will conduct initial training for new untrained employees with regard to the RMP program and the hazards of chlorine. Refresher training, which will include a discussion of the new chlorine systems in the filter gallery and the new building, will be provided for existing employees who are available on the scheduled training date. Written training records for each employee will be completed by the trainer and added to the RMP binder.



4. Update Existing RMP to Reflect 2016 Updates

- Fill out contractor evaluation forms for:
 - Mechanical lift contractor
 - C.O. Falter Construction
 - Chlorine ton cylinder delivery company
- Update the monthly inspection form to include new equipment added as part of the filter gallery project.
- Update the Operating Procedures to reflect that the operator who changes a ton cylinder will wear a mask to protect them from chlorine exposure
- Complete a 3-Year Compliance Audit of the United States Environmental Protection Agency (USEPA) RMP Program as required by regulations
- Update the chlorine emergency action plan for the facility and conduct an emergency drill
- Add a 5-year checklist to the RMP showing all required actions for the next five (5) years to maintain compliance with the RMP program.

5. Update On-Line RMP with USEPA

Provide an update to the on-line version of the RMP, which is maintained on the USEPA website, as required by the regulations. Assist the interim Chief Operator with registration with the Central Data Exchange (CDX) website, which is maintained by the USEPA. Once we have updated the electronic records on the CDX website, the interim Chief Operator will review the record and verify that the information is correct.

6. Provide New RMP Binder

Compile a new RMP Binder with a 5-Year Action Checklist showing what actions must be taken by the Chief Operator on a month by month basis to maintain compliance with the regulations.

B. VA/ERP UPDATE

Background:

The City of Rome submitted an update to its Water System Emergency Response Plan (ERP) in 2013, which included a 2003 VA of the system. New York State Public Health Law requires water systems serving greater than 3300 people to submit or update and submit a VA/ERP every 5 years.

By letter dated August 13, 2013, the New York State Department of Health indicated that they had received a 2013 update to the City's ERP, however, it could not be approved. The letter indicated that significant revisions are necessary. The VA/ERP must be completely revised to evaluate new and changed infrastructure, and that VA must incorporate an "all hazard" approach including assessment of vulnerabilities caused by non-intentional events (e.g. severe weather, drought, water main breaks, etc.).

In preparation of this proposal, GHD consulted with the local and State Health departments on May 23, 2015, as their comment letter suggested. The Health department will require the City to expand their 2003 VA, (prepared to address the Security and Bioterrorism Preparedness and Response Act of 2002), to include assessment of vulnerabilities associated with new facilities and infrastructure (e.g. UV Disinfection Facility), and to reassess vulnerabilities identified in 2003 based on changed conditions. The VA must also include assessment of non-intentional acts, as this had not been



completed in the past. The Health Department is also requiring a report format for the VA/ERP update, as the previously utilized Rural Water Association templates are intended for small systems.

Based on our consultation with the Health Department, we are recommending a report style ERP with a revised VA for terrorism and a new VA for non-intentional acts. This report format will include easy-to-follow flow charts, tables and contact lists for specific emergency types.

Accordingly, we offer the following scope of services:

1. Review the City's 2013 ERP update and the 2003 VA. Identify items missing from the VA and ERP and items that have been modified or improved in the system that needs to be reassessed for vulnerability or response.
2. Meet with representatives of water supply and treatment, water distribution and the Department of Public Works in a half day workshop in the City, to solicit input on the system responses, the chain of incident command during emergencies, review the changes in the system since 2013, plan distribution, security of information, spare parts and emergency equipment inventory, vehicles and construction equipment.
3. Perform vulnerability assessment of non-intentional acts, including floods, earthquake, severe weather, treatment equipment failure, transmission of distribution failure, power outages, fire, hazardous material spill or release. Provide an amendment to the 2003 VA to include intentional acts, a Vulnerability Assessment of the UV Disinfection Facility to intentional acts using the Risk Assessment for Water (RAM-W) Method, and to update the risks previously identified based on changed conditions. The threat assessment prepared in 2003 will not be revised; rather, local law enforcement will be contacted to determine if any credible inside or outside threats have been identified. The basis for our fee is that no credible threats will be identified.
4. Prepare and VA/ERP report utilizing the attached outline. A public version (with redacted information) and a secure version will be prepared. The ERP will incorporate by reference, contact information and response schematics the emergency response procedures of the City's Emergency Action Plans for the Dams, the Risk Management Plan for the chlorine gas storage and feed system, and the chemical Spill Prevention Reports (SPRs), including the new SPR for the UV Disinfection Facility (being prepared under a separate agreement for the UV Facility). The VA/ERP will be prepared in accordance with New York State Health Department guidelines and AWWA Manual of Practice M19. The completed VA/ERP will be bound in a 3-ring binder for ease of updates in the future.
5. Submit the updated VA/ERP to the City as a draft for City review. Meet with the City to review draft comments. Update the VA/ERP for City comments and submit to the Health Department for review and approval. Address comments from the Health Department in a single resubmittal. Provide three secure and three public copies of the final report to the City.

SCHEDULE AND DELIVERABLES

GHD is available to begin work on the RMP and VA/ERP updates immediately. We propose to complete the updates within 120 days of authorization to proceed.



PROJECT COST

The fee for the above scope of work would be performed on a lump sum basis for \$40,900, broken down as follows:

RMP Update.....\$6,800
VA/ERP Update.....\$34,100

If you would like to discuss this proposal in more detail or if you have questions, please contact me at 315-679-5785.

Very truly yours,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Kevin Castro", with a long horizontal line extending to the right.

Kevin Castro, P.E., BCEE
Principal

KC/mrv

cc: Timothy P. Carpenter, P.E., GHD
Nicholas J. Hyde, P.E., GHD

**VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN
CITY OF ROME, NY**

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| EMERGENCY CONTACT LIST | |
| CHAPTER 1 - INTRODUCTION | |
| 1.1 Purpose of Plan | |
| 1.2 Need for Plan..... | |
| 1.3 Administrative Authority | |
| 1.4 Locations of Plan | |
| 1.5 Definitions..... | |
| 1.6 Emergency Operations Coordinator | |
| 1.7 Incident Command System..... | |
| 1.8 Assessing Incident Priorities..... | |
| 1.9 Homeland Security Advisory System..... | |
| 1.10 Threat Management | |
| 1.11 Emergency Response Plan Drills | |
| CHAPTER 2 - DESCRIPTION OF WATER SYSTEM | |
| 2.1 Water Supply Reservoirs and Dams..... | |
| 2.2 Transmission Facilities | |
| 2.3 Treatment Facilities | |
| 2.3.1 Water Filtration Plant..... | |
| 2.3.2 UV Disinfection Facility | |
| 2.4 Storage and Distribution System | |
| 2.5 Emergency Interconnections and Water Suppliers | |
| CHAPTER 3 - VULNERABILITY ASSESSMENT | |
| 3.1 Introduction..... | |
| 3.2 Purpose | |
| 3.3 Background..... | |
| 3.4 Power Outage..... | |
| 3.5 Prolonged Water Outage | |
| 3.6 Transmission & Distribution System Failure | |
| 3.7 Treatment Equipment Failure | |
| 3.8 Pump Failure | |
| 3.9 Loss of SCADA or Other Automated Controls | |
| 3.10 Contamination of Supply..... | |
| 3.11 Chemical Incident in Facility | |
| 3.12 Drought..... | |
| 3.13 Flood..... | |
| 3.14 Severe Weather..... | |
| 3.15 Fire (at water supply facility) | |
| 3.16 Fire (in community) | |
| 3.17 Hazardous Material Release (spill affecting water sources) | |

**VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN
CITY OF ROME, NY**

TABLE OF CONTENTS (continued)

Page

CHAPTER 3 (continued)

| | | |
|------|------------------|--|
| 3.18 | Vandalism | |
| 3.19 | Dam Breach | |
| 3.20 | Terrorism | |

CHAPTER 4 - EMERGENCY RESPONSE ACTIONS

| | | |
|------|--|--|
| 4.1 | Introduction | |
| 4.2 | Power Outage | |
| 4.3 | Prolonged Water Outage | |
| 4.4 | Transmission & Distribution System Failure | |
| 4.5 | Treatment Equipment Failure | |
| 4.6 | Pump Failure | |
| 4.7 | Loss of SCADA or Other Automated Controls | |
| 4.8 | Contamination of Supply | |
| 4.9 | Chemical Incident in Facility | |
| 4.10 | Drought | |
| 4.11 | Flood | |
| 4.12 | Severe Weather | |
| 4.13 | Fire (at water supply facility) | |
| 4.14 | Fire (in community) | |
| 4.15 | Hazardous Material Release (spill affecting water sources) | |
| 4.16 | Vandalism | |
| 4.17 | Dam Breach | |
| 4.18 | Terrorism | |
| 4.19 | Other | |

CHAPTER 5 – EMERGENCY CONTACTS AND PHONE NUMBERS

| | | |
|-----|--|--|
| 5.1 | Emergency Responders | |
| 5.2 | State and Local Agencies Notification List | |
| 5.3 | Local Contact Notification List | |
| 5.4 | Chemical Supplier Information | |
| 5.5 | System Equipment Repair and Supplies Contact Information | |
| 5.6 | Utilities Contact Information | |
| 5.7 | Bulk Water Suppliers | |
| 5.8 | Media Notification List | |

CHAPTER 6 – EMERGENCY WATER USE RESTRICTIONS

| | | |
|-----|---------------------------------|--|
| 6.1 | Explanation and Authority | |
| 6.2 | Restriction Stages | |

**VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN
CITY OF ROME, NY**

TABLE OF CONTENTS (continued)

| | <u>Page</u> |
|--|-------------|
| CHAPTER 7 – RECORD KEEPING AND CLOSURE REPORT | |
| 7.1 Record Keeping | |
| 7.2 Closure Report..... | |
| 7.3 Record Keeping Requirements for Referenced Documents | |
| CHAPTER 8 – PLAN MAINTENANCE AND TRAINING | |
| 8.1 Plan Revisions and Updates..... | |
| 8.2 Training..... | |
| CHAPTER 9 - COMMUNICATIONS | |
| CHAPTER 10 – SPARE PARTS AND EQUIPMENT | |
| 10.1 Water Supply Spare Parts Available On Site | 10-1 |
| 10.2 Water Supply Emergency Equipment | 10-2 |
| 10.3 Portable Power Supply(ies) | 10-3 |
| 10.4 Vehicles and Construction Equipment | 10-3 |
| 10.4.1 Vehicles | 10-3 |
| 10.4.2 Construction Equipment | 10-4 |
| CHAPTER 11 - REFERENCES | |

RESOLUTION NO. 135

AUTHORIZATION TO AMEND APPROVED PURCHASE
ORDER AND VOUCHER SIGNERS LIST

By _____:

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

WHEREAS, City Treasurer David C. Nolan has requested said list be amended so as to reflect the addition of Kimberly Vaughn; 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 Kimberly Vaughn.

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 | Kimberly Vaughn | | |
| 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. 136

AUTHORIZING BUDGETARY TRANSFER

By _____ :

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

| <u>FROM CODE NO.</u> | | <u>AMOUNT</u> |
|----------------------|----------------------------|---------------|
| AG1355.418 | Assessor: Contract Service | \$500.00 |

| <u>TO CODE NO.</u> | | <u>AMOUNT</u> |
|--------------------|--------------------|---------------|
| AG1355.414 | Assessor: Supplies | \$500.00 |

REASON: Cover supplies needed to repaint the Assessor's Office.

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 137

AUTHORIZING BUDGETARY TRANSFER

By _____:

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

| <u>FROM CODE NO.</u> | | <u>AMOUNT</u> |
|----------------------|-------------------------|---------------|
| AG9711.499 | Debt Service Legal Fees | \$700.00 |

| <u>TO CODE NO.</u> | | <u>AMOUNT</u> |
|--------------------|-----------------------------|---------------|
| AG1210.414 | Mayor: Supplies & Materials | \$700.00 |

REASON: Cover initial cost of start-up supplies in the Mayor's Office.

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 138

AUTHORIZING BUDGETARY TRANSFERS

By _____:

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

| <u>FROM CODE NO.</u> | | <u>AMOUNT</u> |
|----------------------|--------------------------------------|---------------|
| AG1410.412 | Clerk: Service Contracts and Repairs | \$1,300.00 |

| <u>TO CODE NO.</u> | | <u>AMOUNT</u> |
|--------------------|------------------|---------------|
| AG1410.208 | Clerk: Equipment | \$1,300.00 |

REASON: Purchase a shredder for the Clerk's Office.

| <u>FROM CODE NO.</u> | | <u>AMOUNT</u> |
|----------------------|--------------------------------------|---------------|
| AG1010.414 | Common Council: Supplies & Materials | \$750.00 |

| <u>TO CODE NO.</u> | | <u>AMOUNT</u> |
|--------------------|---------------------------|---------------|
| AG1010.208 | Common Council: Equipment | \$750.00 |

REASON: Purchase a new audio amplifier for the Council Chambers.

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 140

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
A ONE MONTH RENTAL AGREEMENT WITH FIVE STAR EQUIPMENT
FOR BULLDOZER (\$2,970.00 PER MONTH)

By _____;

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, for the City of Rome, has recommended that the Mayor of the City of Rome, New York, be authorized to enter into a rental agreement with Five Star Equipment for a bulldozer, for a term of one month, at a total monthly amount not to exceed \$2,970.00; 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 a rental agreement with Five Star Equipment for a term of one (1) month for the rental of one (1) John Deere 550K bulldozer, at a total amount not to exceed \$2,970.00, and pursuant to the terms more specifically described within the attached Rental Agreement, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:



JOHN DEERE

RENTAL AGREEMENT

Rental # 000269

Salesperson Name/Number 812

| | | | |
|---|------------------------|---|--|
| Name | Lessee City of Rome | Begin Date 06/08/16 | End Date |
| Street | 198 Washington Street | Dealer Account Number 179222 | Do NOT write in shaded areas. For office use only. |
| City, ST Zip Code | Rome, NY 13440 | Lessor Name and Address FIVE STAR EQUIPMENT | |
| Telephone Number | 315-339-7785 | 6500 E. TAFT ROAD | Number of Months |
| Contact | Tom Jones 315-534-0485 | E. SYRACUSE, NY 13057 | Applied Date |
| Customer PO | | | Payments Applied |
| Percentage of Rental Payments Applied to Purchase Option: _____% | | Rental Rate Per <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month | \$2,970.00 |
| Security Deposit: \$ _____ | | X Minimum Rental Period | |
| Maximum Hours No More Than: <u>8</u> hours/day <u>40</u> hours/week <u>160</u> hours/month | | + Taxes | % |
| | | + Additional Charges | \$ |
| | | Total Rental Charge | \$ |

Notes:

EQUIPMENT WILL BE USED AT: (County, City, State)
Oneida, Rome, NY

Lessee will not remove the equipment from this location without written permission from Lessor.

| Document Reference No. | Model | Description of Equipment | Serial Number | Hour Meter Reading | Present Value | % |
|------------------------|-------|--------------------------|---------------|--------------------|---------------|------------|
| 15570 | 550K | Dozer | 1T0550KX | EFF290062 | 2 | 127,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| PURCHASER (select only if applicable) Non Governmental: S Small Fleet (<10) Governmental: Select One | MARKET USE (select only if applicable) Agriculture: Select One Building: Select One Earthmoving: Select One Forestry: Select One Prep: Select One | (select only if applicable) Materials/Handling: Select One Mining & Quarrying: Select One Road Building: 49 Highways Streets Underground: Select One Others: Select One |
|---|---|---|

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF. ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

| | |
|-------------------|-----------------|
| LESSEE (Customer) | LESSOR (Dealer) |
| | BY |

Customer's Initials _____
Date _____



1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to **USE THE EQUIPMENT ONLY FOR, CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$_____ if the hour meters is meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered it to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

Customer's Initials _____
Date _____



4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Lessee will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Lessor which shall list Lessor as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.

10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that **Lessee is in default (An "Event of Default")**.

Customer's Initials _____
Date _____



RENTAL AGREEMENT

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. **No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.**

13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. **In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.** If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental – Return of Equipment: Provided the guaranteed rental shown on Page 1 is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General: Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

Customer's Initials _____
Date _____

Use this page if printing agreement prior to completing. This information is used when completing rental loads in the John Deere system.

For Office Use Only

| | | | | |
|--|---|--|--|--|
| <p>PURCHASER(check one)</p> <p>Non Governmental</p> <p><input type="checkbox"/> S Small Fleet (<10)</p> <p><input type="checkbox"/> M Medium Fleet (10-24)</p> <p><input type="checkbox"/> L Large Fleet (25-75)</p> <p><input type="checkbox"/> V Very Large (75+)</p> <p>Governmental</p> <p><input type="checkbox"/> 2 Federal Govt.</p> <p><input type="checkbox"/> 3 State Govt.</p> <p><input type="checkbox"/> 4 County Govt.</p> <p><input type="checkbox"/> 5 Local Govt.</p> <p><input type="checkbox"/> 6 Armed Forces</p> <p><input type="checkbox"/> 7 National Account</p> | <p>MARKET USE (check one)</p> <p>Agricultural</p> <p><input type="checkbox"/> 13 Livestock/Feed/Dairy</p> <p><input type="checkbox"/> 15 Row Crop/Small Grain</p> <p><input type="checkbox"/> 16 Specialty Crop</p> <p><input type="checkbox"/> 17 General Utility</p> <p>Building</p> <p><input type="checkbox"/> 41 Residential</p> <p><input type="checkbox"/> 42 Non-residential</p> <p><input type="checkbox"/> 47 Demolition</p> <p>Earthmoving</p> <p><input type="checkbox"/> 12 Land Improvement</p> <p><input type="checkbox"/> 28 Skidding & Forwarding</p> <p><input type="checkbox"/> 39 Residential</p> <p><input type="checkbox"/> 40 Non-residential</p> <p><input type="checkbox"/> 78 Environment Cleanup</p> | <p>Forestry</p> <p><input type="checkbox"/> 21 Harvesting</p> <p><input type="checkbox"/> 22 Reforestation/Site</p> <p><input type="checkbox"/> 24 Log Loading/Handling</p> <p><input type="checkbox"/> 25 Wood Handling Yards</p> <p><input type="checkbox"/> 26 Timber Felling/ Bunching</p> <p><input type="checkbox"/> 27 Stroke Delimiting</p> <p>Prep</p> <p><input type="checkbox"/> 23 Roads/Maint</p> <p><input type="checkbox"/> 84 Landfill/Refuse</p> <p><input type="checkbox"/> 93 Nursery & Landscape</p> <p>Materials/Handling</p> <p><input type="checkbox"/> 56 Port/Stevedor</p> <p><input type="checkbox"/> 75 Asphalt/Concrete Prod</p> <p><input type="checkbox"/> 76 Sand & Gravel/Stone</p> <p><input type="checkbox"/> 77 Brick/Clay/Stone/Glass</p> <p><input type="checkbox"/> 85 Chemical Plant</p> <p><input type="checkbox"/> 86 Steel Mill</p> | <p>Mining & Quarrying</p> <p><input type="checkbox"/> 30 Mining Services</p> <p><input type="checkbox"/> 31 Metallic Mining</p> <p><input type="checkbox"/> 34 Coal Mining</p> <p><input type="checkbox"/> 36 Stone Aggregate</p> <p>Road Building</p> <p><input type="checkbox"/> 48 Bridge Construction</p> <p><input type="checkbox"/> 49 Hwy & Street Const</p> <p><input type="checkbox"/> 51 Paving- Drives, Lots, Etc.</p> <p><input type="checkbox"/> 61 Manufacturing/Ind</p> <p><input type="checkbox"/> 67 Scrap Handling</p> | <p>Underground</p> <p><input type="checkbox"/> 50 Energy Related Pipe</p> <p><input type="checkbox"/> 82 Gas/Water/Electric</p> <p><input type="checkbox"/> 43 Sewer & Water Sys</p> <p><input type="checkbox"/> 81 Telephone Co.</p> <p>Others</p> <p><input type="checkbox"/> 35 Oil Field</p> <p><input type="checkbox"/> 71 Airports</p> <p><input type="checkbox"/> 74 Rail Roads</p> <p><input type="checkbox"/> 79 Cemeteries</p> <p><input type="checkbox"/> 80 Recycling</p> <p><input type="checkbox"/> 87 Parks & Cemeteries</p> <p><input type="checkbox"/> 90 JD Dealer Owned Rental Fleet</p> <p><input type="checkbox"/> 92 Highway Mowing</p> <p><input type="checkbox"/> 94 Golf Courses</p> <p><input type="checkbox"/> 95 Institutions</p> <p><input type="checkbox"/> 96 Independent Rental Co</p> |
|--|---|--|--|--|

Customer's Initials _____
Date _____

RESOLUTION NO. 141

AUTHORIZING AMENDMENT NO. 3 TO CONTRACT WITH DODSON AND ASSOCIATES PLLC PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 215 ADOPTED AUGUST 14, 2014, RELATIVE TO THE NORTHWEST ROME WATER SYSTEM EXTENSION PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 215 adopted August 14, 2014, authorized the awarding of a contract to Dodson & Associates PLLC, for engineering services and related work associated with the Northwest Rome Water System Extension Project (“the project”), at a total contract amount of \$850,000.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 174 adopted July 23, 2015, authorized the awarding of Amendment No. 1 for a total amount not to exceed \$485,000.00, bringing the authorized total of said project to an amount not to exceed \$1,335,000.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 312 adopted December 17, 2015, authorized the awarding of Amendment No. 2 for a total amount not to exceed \$230,000.00, bringing the authorized total of said project to an amount not to exceed \$1,565,000.00; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works, that Dodson & Associates PLLC, be awarded Amendment No. 3 for this project to allow for additional professional engineering services, including re-phasing of the project; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Dodson & Associates PLLC, pursuant to Resolution No. 215 adopted August 14, 2014, be and is hereby amended, whereby Amendment No. 3 is hereby awarded, to modify the contract to allow for additional services which will increase the total project cost by an amount not to exceed \$520,00.00, pursuant to the attached Amendment No. 3, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Amendment No. 3 as described hereinabove shall be an increase in a total amount of \$520,000.00, per the attached documentation, for a new total contract price of \$2,085,000.00.

Seconded by _____.

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

ADOPTED: DEFEATED:

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN
CITY OF ROME
AND
DODSON & ASSOCIATE, PLLC**

NORTHWEST ROME WATER SYSTEM EXTENSION PROJECT

WHEREAS, the City of Rome, New York (Client) and Dodson & Associate, PLLC (D&A), entered into an Agreement dated October 7, 2014, for professional engineering services for the Northwest Rome Water System Extension Project;

WHEREAS, the Client approved Amendment No. 1 to the Agreement on August 21, 2015 to increase the scope of the work from an estimated \$8,500,000.00 project to a \$13,500,000.00 project;

WHEREAS, the Client approved Amendment No. 2 on April 5, 2016 to increase the scope of work from an estimated \$13,500,000.00 project to an estimated \$15,500,000.00;

WHEREAS, the Client requested the project be reprogrammed to allow the Client to comply with a completion deadline (April 2017) as part of an Empire State Development Corporation (ESDC) grant agreement;

WHEREAS, the Client is pursuing additional funding (grant/loans) through the Environmental Facilities Corporation (EFC) – Drinking Water State Revolving Fund (DWSRF) and the New York Water Grants Program to secure long term financing for the project and to reduce the financing cost to the City;

WHEREAS, the Client requires easements along New York State Route 26 (Turin Road) and County Route 60A (Sleepy Hollow Road) that will increase the project scope and cost and delay construction of the project;

WHEREAS, the Federal Aviation Administration (FAA) has not approved the site for the 500,000 gallon elevated water storage tank which will increase the project scope and cost and further delay construction of the project;

WHEREAS, additional Federal, State and Local approvals are required to obtain final approvals of specific project components which will increase the project scope and cost and further delay construction of the project;

WHEREAS, to keep the project moving forward, the Client requested the project be re-phased to include a Phase 2 and Phase 3. Phase 2 will be programmed to utilize the majority of the ESDC grant monies by the April 2017 deadline. The Phase 2 project will include three (3) construction contracts: Contract No. 8 – Distribution Mains; Contract No. 9 – Hydropneumatic Station – Gulf Road; and Contract No. 10 – Electrical/Telemetry. The Phase 3 project will be programmed to utilize the balance of ESDC monies and possibly EFC monies. The Phase 3 project will include four (4)

construction contracts: Contract No. 11 – Distribution Mains; Contract No. 12 - 500,000 Gallon Elevated Water Storage Tank; Contract No. 13 - Pump Station; and Contract No. 14 – Electrical/Telemetry. The attached Table 1 – Project Cost Summary provides an overview of the Phases and Total Project Cost. Figure 1 – Project Phases delineates the improvements for each phase;

WHEREAS, reprogramming of the project will extend the project duration; require additional Federal State and Local approvals; provide time to secure easements; require compliance with the Environmental Facilities Corporation funding requirements; add additional construction contracts and increase the total project cost to an estimated \$21,000,000 for the North West Rome Water System Improvement Project;

WHEREAS, the Client has requested that D&A perform Additional Services for: Map, Plan and Report; Meetings; District Formation Activities; Approvals; Survey/Mapping; Subsurface Exploration; Design, Contract Documents; Advertisement/Bidding; Construction Administration; Construction Observation; and Project Close Out for the Northwest Rome Water System Improvement Project as a result of the Client reprogramming said project and securing possible grants/loans from EFC;

NOW, THEREFORE, the Client and D & A agree to amend the Agreement to specify additional work and costs and amend the time of completion, as requested by the Client, as follows:

1. Scope of Services

a. *Map, Plan and Report (Additional \$5,000.00)*

The engineering report (Phase 2) will be amended to reprogram the project (Phase 2 and 3) and add the additional construction contracts. The engineering report will be modified to comply with EFC – Water Grant and EFC-DWSRF program requirements. The total project cost will be updated to coincide with the requested loan/grant funding.

b. *Meetings (Additional \$10,000.00)*

The existing meeting budget is exhausted. An additional 10 meetings will be added to provide status updates and meet with the public to provide overviews of the project and status updates.

c. *District Formation Activities (Additional \$5,000.00)*

District formation activities will be amended to reprogram the phases of the project, provide an updated project cost summary for ESDC and EFC-Water Grants and/or DWSRF funding; provide figure with revised phasing of the project; and prepare estimates of the projected user charge based upon funding secured for the project.

d. *Approvals (Additional \$15,000.00)*

Separate approval documents will be prepared for NYSDOH, NYSDEC, NYSDOT and ACOE for Phase 2 – ESDC funding consisting of Construction Contract Nos. 8, 9 and 10.

Separate approval documents will be prepared for NYSDOH, NYSDEC, NYSDOT and ACOE for Phase 3 –EFC-Water Grants and/or DWSRF funding.

Both approval submissions will include additional information for wetlands, stream protection, SPDES General Permit, SWPPP, endangered birds, and cultural resources.

Significant additional time is being expended to receive FAA approval of the water storage tank site without presumed hazards. Three submissions have been completed. Two additional submissions are included in this amendment.

e. *Cultural Resources (Additional \$10,000.00)*

A cultural resources study will be performed for the proposed 9.40 acre tank site;

f. *Wetlands (Additional \$10,000.00)*

A wetlands survey/delineation will be prepared for the proposed 9.40 acre tank site;

g. *Survey and Mapping (Additional \$35,000.00)*

Additional survey and mapping is required for the tank site and pump station site. The original scope of services included survey and mapping of a 20 acre site. This site was surveyed and mapped. Additional services include: survey and mapping of the current 5.22 acre site purchased by the City; and a proposed 9.40 acre site adjacent to the 5.22 acre site. The 9.40 acre site is the proposed alternate site submitted to the FAA for approval. This site includes land outside the Airport Approach limits provided to D & A.

h. *Subsurface Exploration (Additional \$35,000.00)*

Additional subsurface exploration is required for the project. The original budget included soil borings for the tank site and pump station site. A portion of this budget was expended to perform test borings at the 5.22 acre site to confirm the site was suitable to construct the elevated water storage tank and pump station. Soil

borings will be required at the approved site for the elevated water storage tank.

The NYSDOT is requesting test cores be taken from the existing pavement along NYS Route 26 (Turin Road) to confirm pavement depth and materials. Five cores will be taken along NYS Route 26 by ATL to provide requisite information to NYSDOT to determine pavement replacement requirements along NYS Route 26.

i. *Engineering Design (Additional \$100,000.00)/Construction Contract Documents (Additional \$35,000.00)*

Additional engineering design is required to reprogram the project; comply with EFC-DWSRF/Water Grant Funding requirements; comply with NYSDOT requirements (move alignment out of the highway right-of-way); comply with Oneida County DPW requirements (move alignment out of County highway right-of-way); provide alignment drawings to City to obtain requisite easements; preparation of avoidance drawings to SHPO to obtain a “No Impact” letter; and provide design of the water storage tank at the proposed 9.40 acre site.

Table 1 – “Project Cost Summary” and Figure 1 – “Proposed Improvement Plan Phase 1, Phase 2 and 3 Project” document the additional construction contracts required and increased project costs to reprogram the project and to fund the Phase 3 project with EFC (NYS Water Grants and/or DWSRF) monies.

Three (3) new construction contracts are required to isolate the ESDC work and monies (Phase 3). The new Phase 2 construction contracts would consist of: Contract No. 8 – Distribution Mains – Core; Contract No. 9 – Hydropneumatic Station; and Contract No. 10 – Electrical/Telemetry. Contract No. 8 – Distribution Mains – Core would be a single construction contract with applicable drawings. Contract Nos. 9 & 10 would be packaged together with applicable project manual and drawings. Hydrant flow testing will be conducted to confirm flows/pressures are available to provide a water supply for Phase 2 work.

No “new” design is programmed for Phase 3 (Contract Nos. 11, 12, 13 and 14) however, EFC has significant program requirements for their funding. The most significant requirement is meeting M/WBE requirements for professional services and construction contracts. D&A proposes to meet M/WBE requirements for EFC by retaining outside M/WBE sub-consultants during design and construction. D&A will provide an M/WBE Utilization Plan with selected M/WBE sub-consultants for approval by EFC. All Phase 3 construction contracts will include the EFC funding packet.

Opinions of probable project costs will be prepared for the entire project (Phase 1, Phase 2 and Phase 3) based upon funding from two different sources (ESDC and EFC).

j. *Advertisement/Bidding/Award (Additional \$35,000.00)*

Assistance with advertisement; bidding; bid opening; bid evaluation; canvass of bids; contractor(s) reference checks and recommendation for award will be provided for Construction Contract Nos. 8, 9 and 10. Fifteen (15) sets of contract documents will be provided for Contract No. 8 and fifteen (15) sets will be provided for Contract Nos. 9 and 10. Four (4) sets of contract documents for each construction contract will be prepared for executed contracts between the City and the respective Contractor(s).

k. *Construction Administration (Additional \$200,000.00)*

Construction Administration for the three new construction contracts (Contract Nos. 8, 9 and 10) will consist of the basic engineering services for an ongoing review of construction. The services shall see that the design translates into working facilities with the capabilities and quality of workmanship specified. Based upon our experience these services shall include the following for the project:

- Periodic field observation and job meetings;
- Review of shop drawings and submittals;
- Periodic contract interpretations;
- Preparation and review of change orders;
- Review of Contractor's pay applications;
- Monitor construction progress schedule;
- Review of SPDES General Permit reports by Resident Project Representative;
- Inspections for Substantial and Final Completions;
- Preparation of items to be completed and corrected;
- Provide record drawings provided by the Contractor and reviewed by the Engineer;

Construction Administration for four construction contracts (Contract Nos. 11, 12, 13 and 14) to comply with EFC-DWSRF or EFC-New York Water Grants funding requirements.

1. ~~Construction Observation (Additional \$50,000.00)~~ *(to be added to a future amendment)*
~~Day to day construction observation shall be performed by D&A for the project. D&A shall provide construction observation services if funding is provided by EFC to comply with M/WBE requirements and to sign off on the project as the engineer of record.~~

- m. *Close-Out (Additional \$25,000.00)*

Close out services are amended to include close out for the three additional construction contracts (Contract Nos. 8, 9 and 10).

2. Time of Completion

The Phase 2 work includes Design, Approvals, Contract Documents, Advertisement/Bidding and Construction Phase Services during the periods of April 2016 through June 2017. The Phase 3 work includes Survey/Mapping; Design; Approvals; Advertisement/Bidding; and Construction Phase Services for the period April 2016 through December 2018. Phase 3 construction is tentatively scheduled for April 2017 through October 2018.

3. Fee Schedule

The Fee Schedule is amended to delete Exhibit B-2 and replace with the attached Exhibit B-3 Fee Schedule. The revised Exhibit B-3 Fee Schedule includes fees for the additional work described in Amendment Nos. 1, 2 and 3 and the fees for the original agreement (October 7, 2014) and represent the total fees for the original and amended project to date. A breakdown of the fees for each task of Amendment No. 3 are included in the Scope of Services section of this amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to the Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2016, (last signatory).

CLIENT:

D & A:

CITY OF ROME, NEW YORK

DODSON & ASSOCIATE, PLLC
CONSULTING ENGINEERS

By: _____ By: _____

Jacqueline M. Izzo

C. Jack Dodson, PE

Date: _____ Date: _____

Title: Mayor Title: Principal

Authorized by Resolution of

Resolution No. _____

Dated: _____

By: _____

City Clerk

**EXHIBIT B-2
FEE SCHEDULE**

D & A shall perform the work detailed in Exhibit A and Amendment Nos. 1, 2 and 3 for the fees listed below. Construction Observation Services shall be paid by Client in accordance with the D & A hourly rate schedule. Reimbursable expenses shall be extra for Construction Observation Services.

| Task | Total Cost | | |
|--------------------------------|-----------------------|-----------------------|-----------------------|
| | Lump Sum | Hourly | Totals |
| Map Plan and Report | \$30,000.00 | | \$30,000.00 |
| Meetings | \$30,000.00 | | \$30,000.00 |
| District Formation Activities | \$20,000.00 | | \$20,000.00 |
| Approvals (SEQRA, DOH, NYSDEC) | \$65,000.00 | | \$65,000.00 |
| Cultural Resource Surveys | \$105,000.00 | | \$105,000.00 |
| Wetlands Survey | \$60,000.00 | | \$60,000.00 |
| Migratory Bird Survey | \$15,000.00 | | \$15,000.00 |
| Survey / Mapping | \$300,000.00 | | \$300,000.00 |
| Subsurface Exploration | \$170,000.00 | | \$170,000.00 |
| Engineering Design | \$355,000.00 | | \$355,000.00 |
| Contract Documents | \$125,000.00 | | \$125,000.00 |
| Advertisement / Bidding | \$100,000.00 | | \$100,000.00 |
| Construction Administration | \$625,000.00 | | \$625,000.00 |
| Construction Observation* | \$0.00 | \$600,000.00 * | \$600,000.00 |
| Close-out | \$85,000.00 | | \$85,000.00 |
| TOTAL | \$2,085,000.00 | \$600,000.00 * | \$2,685,000.00 |

*The City of Rome will authorize all or a portion of construction observation services under a separate amendment once it is determined if the City will have manpower available to assist Dodson & Associate, PLLC with construction observation. If EFC funds this project, Dodson & Associate, PLLC must invoice \$300,000.00 of the Construction Observation budget using a M/WBE sub-consultant to comply with EFC M/WBE goals.

RESOLUTION NO. 142

AUTHORIZING AMENDMENT NO. 3 TO CONTRACT WITH O'BRIEN AND GERE
PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT
RESOLUTION NO. 214 ADOPTED JULY 24, 2014, RELATIVE TO THE
MARTIN STREET/STANWIX HEIGHTS SEWER EXTENSION PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 214 adopted July 24, 2014, authorized the awarding of a contract to O'Brien and Gere, for engineering services and related work associated with the Martin Street/Stanwix Heights sewer extension project, at a total contract amount of \$151,700.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 175 adopted July 23, 2015, authorized the awarding of Amendment No. 1, for a total amount not to exceed \$18,900.00, bringing the authorized total of said project to an amount not to exceed \$170,600.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 122 adopted May 26, 2016, authorized the awarding of Amendment No. 2 for a total amount not to exceed \$6,400.00, bringing the authorized total of said project to an amount not to exceed \$177,000.00; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works, that O'Brien and Gere, be awarded Amendment No. 3 for this project to include additional construction phase services, including inspections; now, therefore; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to O'Brien and Gere, pursuant to Resolution No. 214 adopted July 24, 2014, be and is hereby amended, whereby Amendment No. 3 is hereby awarded, to modify the contract to allow for additional construction phase services to be performed, which will increase the total project cost by an amount not to exceed \$97,000.00, pursuant to the attached Proposal, which by this reference is made a part of this Resolution; and

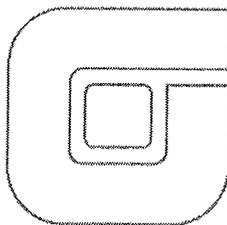
BE IT FURTHER RESOLVED, that the total amount of Amendment No. 3 as described hereinabove shall be an increase to the original contract in a total amount of \$97,000.00, per the attached documentation, for a new total contract price of \$274,000.00.

Seconded by _____.

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

ADOPTED:

DEFEATED:



OBG | There's a way

May 16, 2016

Mr. Fred Schmidt, Commissioner

Department of Public Works

City of Rome

198 N. Washington Street

Rome, NY 13440

RE: Martin Street Sewer Extension - Authorization Summary

FILE: 280/52310

Dear **Mr. Schmidt**,

The purpose of this letter is to summarize the agreements between O'Brien & Gere Engineers, Inc. (OBG) and the City of Rome (City) associated with the Martin Street Sanitary Sewer Extension project. The following is a list of agreements submitted for the project, all of which were approved by the City and Item 5 is pending approval:

| Item No. | OBG Agreement | OBG Date | Amount | Description |
|----------|-------------------------------------|-------------------|-----------|---|
| 1 | Original Agreement | July 1, 2014 | \$151,700 | Design and Construction Rev., Stanwix Study |
| 2 | Additional Eng. Services | June 26, 2015 | \$18,900 | Easement Preparation |
| 3 | Addendum No. 2, Email Authorization | December 1, 2015 | \$6,000 | Additional Subsurface Investigation |
| 4 | Email Authorization | December 17, 2015 | \$400 | Additional Contract Document Reproduction |
| 5 | Addendum No. 3 (pending) | March 4, 2016 | \$97,000 | Construction Phase Services |

Item 1 was our Original Agreement and Item 2 was Addendum No. 1 issued by the City. Item 3 was for additional services related to subsurface investigation and Item 4 was for reproduction of additional contract documents. Item 5 covers construction phase services including inspection and is pending approval.

If you have any questions or comments related to the items herein please do not hesitate to contact us. We appreciate the opportunity to continue working for the City of Rome on this project.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

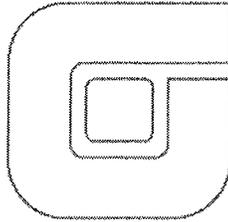
Stephen R. Snell, PE

Project Manager

Enclosures: Items 1-5 listed above.

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OBG | There's a way

March 4, 2016

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

RE: Proposal for Additional Engineering Services (Addendum No. 3) – Martin Street Sewer Extension

CLIENT/PDS#: 280/52310

Dear **Mr. Schmidt**,

O'Brien & Gere Engineers, Inc. (OBG) is pleased to provide this proposal to the City of Rome (City) for additional engineering services related to the Martin Street Sanitary Sewer Extension project.

To facilitate your review, this proposal is organized as follows:

- Background
- Scope of Services
- Assumptions
- Fees and Terms

BACKGROUND

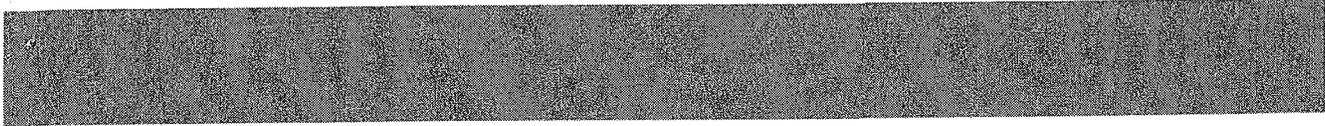
OBG has completed design and bid phase services for the Martin Street Sanitary Sewer Extension project. The next phase includes construction phase services for the project. Specifically this proposal includes additional engineering services not included in our original agreement that was previously authorized by the City.

SCOPE OF SERVICES

The following is a summary of proposed engineering services OBG will perform:

- Construction field representation including the following:
 - » Observance of construction activities to determine conformance with the Contract Documents.
 - » Assist the City in documentation of installed quantities.
 - » Coordinate with the Contractor relative to construction progress and schedule.
 - » Prepare daily inspection report for each day on site.
 - » Maintain photo log of construction progress.





- » Review Contractor payment applications, process up to 6 payment applications.
- » Review and address requests for information requested by the Contractor and coordinate with office staff.
- » Attendance at pre-construction meeting and construction progress meetings (assume 6).
- Coordination with funding agency (Empire State Development).
- Review and address requests for information as requested by the Contractor.
- Modification and/or change order development (assume 1).
- Perform Stormwater Pollution Prevention Plan (SWPPP) inspections on a weekly basis throughout construction (assume 26).
- Subcontract surveying services to a Licensed Land Surveyor to perform construction stakeout of the proposed sanitary sewer manholes, force main and pumping station.

ASSUMPTIONS

OBG has made the following assumptions in preparing this proposal in addition to those referenced in the above Scope of Services:

- The City will provide its own full time field representative throughout construction. Our office will coordinate and assist the City’s representative with questions or clarifications throughout construction.
- Construction observation and administration services will be performed on an average of 20 hrs/week throughout the duration of construction.
- The anticipated construction schedule is 6 months.

FEE AND TERMS

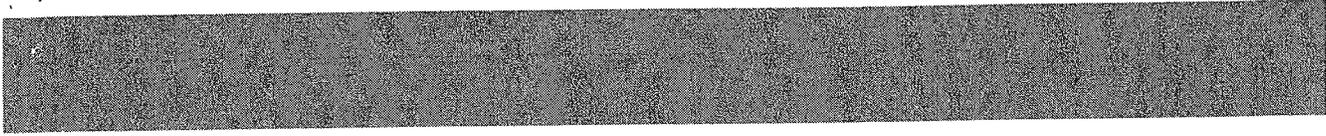
OBG proposes to perform the above described services on an hourly basis, as summarized below:

HOURLY PAYMENT ITEMS:

- Task 11 – Construction Administration and Inspection
 - » OBG: \$90,000
 - » Bryant Associates: \$7,000
- Total: \$97,000

Work is to be performed in accordance with our agreement dated October 28, 2014 and Addendum dated September 1, 2015. Labor will be charged on an hourly (or increments thereof) basis of salary cost times a multiplier of 2.3 for office personnel and 2.1 for field personnel. Salary cost is defined as the wages and benefits (including sick leave, vacation, and holiday pay, as well as unemployment taxes, social security, workers compensation and disability insurance, retirement benefits and group insurance benefits) provided to personnel. Direct expenses will be invoiced at cost plus five (5) percent. All subcontractor costs will be invoiced at cost plus ten (10) percent. Additional services which are beyond the proposed scope of services will be considered additional work, and will require additional compensation.

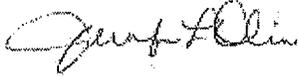




We are available to begin work immediately upon authorization. Should you have any questions regarding this proposal please do not hesitate to contact our Project Manager, Stephen Snell, PE at your convenience. If you agree with this proposal, please execute an amended agreement and return one copy to us. We appreciate the opportunity to continue working for the City of Rome on this project.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.



Jennifer L. Olivo, PE
Vice President

cc: Stephen R. Snell, PE, CPESC – OBG

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