



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

SEPTEMBER 15, 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. 173
A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A ONE MONTH RENTAL AGREEMENT WITH UNITED RENTALS FOR TELESCOPIC BOOM 60-64' (\$2,425.66). Schmidt

RES. NO. 174
B

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN EASTERN AIR DEFENSE SECTOR AND CITY OF ROME POLICE DEPARTMENT. Beach

RES. NO. 175
C

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM (REIMBURSEMENT FOR UP TO \$8,000.00 TO CITY). Beach

RES. NO. 176

D

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH HIGHLANDER CONSTRUCTION, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 83 ADOPTED APRIL 14, 2016, FOR CONSTRUCTION SERVICES RELATING TO THE MARTIN STREET SANITARY SEWER EXTENSION (NO COST CHANGE). Schmidt

RES. NO. 177

E

AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH DAVIS MECHANICAL TO PROVIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (\$87,447.00). Emmanuele

RES. NO. 178

F

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 318 ADOPTED NOVEMBER 13, 2014 RELATIVE TO AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS (USA), INC. Emmanuele

RES. NO. 179

G

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH LOCUS AT AN AMOUNT NOT TO EXCEED \$12,000.00. Seelig

RES. NO. 180

I

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PHZ ARCHITECTS AT AN AMOUNT NOT TO EXCEED \$14,900.00. Korpela

RES. NO. 181

J

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST THE CITY OF ROME, NEW YORK. Feeney

7. TABLED RESOLUTIONS

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 173

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
A ONE MONTH RENTAL AGREEMENT WITH UNITED RENTALS
FOR TELESCOPIC BOOM 60-64' (\$2,425.66)

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 United Rentals, of Syracuse, New York, for a Telescopic Boom 60-64', for a term of one month at a total amount not to exceed \$2,425.66; 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 United Rentals of Syracuse, New York, for a term of one (1) month for the rental of one (1) Telescopic Boon 60-64', at a total amount not to exceed \$2,425.66, and pursuant to the details more specifically described within the attached Rental Reservation, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:



139579129

BRANCH SYR
7178 SCHUYLER ROAD
EAST SYRACUSE NY 13057
315-463-6974
315-463-8953 FAX

JOB SITE

CITY OF ROME DPW
132 RACE ST
ROME NY 13440-6840

Office: 315-336-6000 Cell: 315-339-7785

CITY OF ROME
198 N WASHINGTON ST
ROME NY 13440-5815

Customer # : 1411761
Reserved Date : 08/09/16
Scheduled Out : 09/06/16 08:30 AM
Estimated In : 10/04/16 08:30 AM
UR Job Loc : 132 RACE ST, ROME
UR Job # : 1
Customer Job ID:
P.O. # : QUOTE BOOM 60'
Ordered By : TOM JONES
Written By : ROSS BARTELL
Salesperson : ROSS BARTELL

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	3106026	BOOM 60-64' TELESCOPIC ***** NYS CONTRACT # PC67272 GROUP # 720078 AWARD # 22935 *****			389.08	980.08	2,394.54

Rental Subtotal: 2,394.54

SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure			Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	31.120	EACH			31.12

Sales/Misc Subtotal: 31.12

Agreement Subtotal: 2,425.66

Estimated Total: 2,425.66

COMMENTS/NOTES:

CONTACT: TOM JONES @ 315 534-0485

CUSTOMER PICKUP AND RETURN - ONEIDA
COUNTY WILL HANDLE TRUCKING.

NYS CONTRACT # PC67272
GROUP # 720078
AWARD # 22935

RESOLUTION NO. 174

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN
EASTERN AIR DEFENSE SECTOR AND CITY OF ROME POLICE DEPARTMENT

By _____:

WHEREAS, Kevin Beach, Chief of the City of Rome Police Department, has recommended that the City of Rome, New York enter into a Memorandum of Understanding with Eastern Air Defense Sector, pursuant to the terms described in the attached "Memorandum of Understanding", which is made part of this Resolution; 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 Memorandum of Understanding with Eastern Air Defense Sector, pursuant to the terms described in the attached "Memorandum of Understanding", which is made part of this Resolution, for a period of one year, effective upon execution of the parties.

Seconded by _____.

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

ADOPTED:

DEFEATED:

MEMORANDUM OF UNDERSTANDING
BETWEEN
EASTERN AIR DEFENSE SECTOR/224th AIR DEFENSE GROUP
AND
CITY OF ROME POLICE DEPARTMENT

1. The purpose of this Memorandum of Understanding (MOU) is to reaffirm the working relationship between the 224th Air Defense Group (224 ADG) and the City of Rome Police Department. As New York Air National Guard members, the Security Forces are organized under the 224th Air Defense Group (224 ADG) supporting the Eastern Air Defense Sector mission (EADS). The mission of EADS is to counter all air threats to EADS assigned Area of Operations through vigilant detection, rapid warning, and precise tactical control of NORAD/USNORTHCOM forces. The 224th Air Defense Group is comprised of two squadrons; The 224th Support Squadron (SS) and the 224th Air Defense Squadron (ADS). The Security Forces fall under the 224th Support Squadron (224 SS/SF)
2. The 224 ADG is located on a Federal installation on the former Griffiss Air Force Base at 366 Otis Street, Rome, New York 13441. As a Federal Installation, all military and federal police agencies have jurisdiction to enforce federal and military law on the installation. The installation is surrounded by fencing and is posted. All entry and exit points are controlled twenty-four hours a day, seven days a week, by the 224 SS/SF (U.S. Air Force Security Forces) personnel.
3. Most of the former Griffiss Air Force Base, now known as the Griffiss Business and Technology Park, is within the corporate limits of the City of Rome and is under the jurisdiction of the City Rome Police Department. The lands immediately beyond the security fencing of 224 ADG are within the jurisdiction and protection of the City of Rome Police Department.
4. The 224 SS/SF are trained and tasked with protecting military and civilian members and the structures and equipment located on the installation.
5. When 224 ADG personnel are in a Title 10 status (acting as a part of the active duty Air Force), the 224 SS/SF have broad authority to protect military and civilian members as well as protect the structures and equipment located on the base, and to use the force necessary to accomplish the mission, under federal and military law.
6. When 224 ADG personnel are in Title 32 status (acting as part of the New York Air National Guard), the 224 SS/SF are operating as members of the New York State Military and are governed by the laws of the State of New York. The 224 SS/SF are not peace officers under the laws of the State of New York but instead Military Police.
7. When in a State status, 224 ADG will rely upon the City of Rome Police Department to provide law enforcement support to the 224 SS/SF, when requested by the 224 ADG Commander, to protect military and civilian members, and structures and equipment, and to use force, and lethal force, as authorized under New York State law.

8. The parties to this MOU acknowledge the special relationship that exists between 224 ADG and the City of Rome Police Department when 224 ADG personnel are in State status.

9. The 224 SS/SF are expected to resolve threat situations on their property where they have proprietary jurisdiction. The properties of 224 ADG is not located within a closed U.S. military installation and are located on a business technology park which is open to both pedestrian and vehicle traffic. The 224 SS/SF may establish a Base Security Zone (BSZ) and respond to neutralize threats directed against their mission. The BSZ is required by Instruction (AFI 31-101) to provide standoff capabilities from hostile threats against the 224 ADG mission. Situations may occur on or near the property of the 224 ADG where the City of Rome Police Department's assistance may be required. Civilian personnel detained by the 224 SS/SF will be released to the City of Rome Police Department for further processing. Upon the request of the 224 ADG Commander, the City of Rome Police Department agrees to provide the following police enforcement activities with a response determined during initial request:

9.1 Active Shooter Response: One or more subjects who participate in a random or systematic shooting spree, demonstrating their intent to continuously harm others. The overriding objective of one or more subjects appears to be that of mass murder, rather than other criminal conduct such as robbery, hostage taking, etc. It also includes anyone who uses any other deadly weapon to systematically or randomly inflict death or serious bodily harm on 224 ADG personnel over a continuous or extended period of time.

9.2 Hostage Situation: The holding of any person against their will by an armed or potentially armed suspect(s).

9.3 Barricaded Suspect Situation: The standoff created by an armed or potentially armed suspect(s) in any location, whether fortified or not, who is refusing to comply with police requests to surrender.

9.4 Suspicious/Criminal Activity: Person(s) conducting suspicious/criminal activity in or around the property of the 224 ADG such as surveillance, theft, or destruction of New York Air National Guard and United States Air Force's property.

9.5 Arrest Warrant: Any person(s) discovered by the 224 SS/SF, to have an outstanding arrest warrant and/or wanted by the U.S. Justice Department and/or any Federal, State, or local law enforcement agency for questioning.

9.6 Special Personal Protection: The security of specific persons, such as visiting dignitaries, witnesses, or suspects, based upon the threat or potential threat to the well-being of these individuals.

9.7 K-9 Support: The response from the City of Rome Police Department K-9 may be required for the detection of explosives, narcotics, suspects, or witnesses on the property of the 224 ADG.

9.8 Non Traditional Air Threat (NTAT) Support: The response from the City of Rome Police Department may be required for assisting in the identification of a pilot/operator of an UAS (Unmanned Aerial System) that could potentially be a NTAT (Non Traditional Air Threat) that is being operated above, on, or near the property of the 224 ADG. Further assistance from City of Rome Police Department may also be required in conducting a field interview of the pilot/operator and identifying (through FAA written guidance) the type of aircraft being flown, if aerial surveillance was conducted and recorded, and if the aircraft is a potential threat and/or violated 18 USC 795.

9.9 The Chief of Police for the City of Rome Police Department, shall, in his/her sole discretion or that of his/her designee(s), determine the City of Rome Police Department availability to respond to a request by the 224 ADG, which said decision of whether or not to respond shall be based on, among other things, the City of Rome Police Department's resources and priorities. By entering this MOU, the City of Rome Police Department shall undertake all reasonable efforts to comply with a request from the 224 ADG; however, this MOU does not establish any heightened priority, special duty, or preferences from the City of Rome Police Department to the 224 ADG.

10. The 224 SS/SF will:

10.1. With the approval of the 224 ADG Defense Force Commander or the 224 Security Forces Manager or his/her representative, notify the City of Rome Police Department and request civilian police response.

10.2. Advise the City of Rome Police Department or the Oneida County 911 Emergency Dispatcher of where civilian response forces are needed to respond with a name and/or a radio call sign for a point of contact for the 224 ADG.

10.3. Provide the City of Rome Police Department DOMOPS (Domestic Operations Support) through operations, training and resources.

10.4. Provide assistance in acquiring training sites within the Griffiss Technology Park including sites under the control of Oneida County.

10.5. Provide the use of the 224 SS/SF F.A.T.S. Room (Firearms Training Simulator). Provide logistical, instructor, and range support in the use of UTM (Ultimate Training Munitions) and/or FX marking cartridges products for training for law enforcement personnel to include City of Rome Police Department Academy cadets.

10.6. Provide operation support to the City of Rome Police Department's Special Response Team by providing staging area support in 224 ADG facilities

10.7. Provide the use of the 224 SS/SF's night vision and thermal imagery devices to affect the arrest of wanted felon/suspect, the search for a missing person(s) and/or conducting surveillance in law enforcement operations.

11. The 224 ADG and the City of Rome Police Department are both responsible for the actions of its members. This MOU does not change such status or obligation.

12. This Memorandum of Understanding shall be effective when signed by the 224th Air Defense Group Commander and the Mayor of the City of Rome, the Rome City Public Safety Commissioner, and the Chief of the City of Rome Police Department. This agreement to provide law enforcement support may be modified at any time by the consent of the parties or terminated upon thirty (30) days written notice.

ACRONYMS

ADG - Air Defense Group
ADS – Air Defense Squadron
AFI – Air Force Instruction
BSZ - Base Security Zone
DOMOPS – Domestic Operations
224 ADG – Eastern Air Defense Sector
FATS – Firearms Training Simulator
MOU – Memorandum of Understanding
NTAT - Non Traditional Air Threat
NORAD - North American Aerospace Defense Command
SF – Security Forces
SS – Support Squadron
UAS – Unmanned Aerial System
USNORTHCOM – United States Northern Command
UTM - Ultimate Training Munitions

JOHN M. BALBIERER, Colonel, NYANG
Commander, 224th Air Defense Group

Date:

FRANK J. RETROSI, Commissioner
City of Rome Public Safety Department

Date:


KEVIN C. BEACH, Chief of Police
City of Rome Police Department

Date:

7/1/16

JACQUELINE M. IZZO, Mayor
City of Rome, New York

Date:

RESOLUTION NO. 175

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH ONEIDA COUNTY STOP-DWI PROGRAM
(REIMBURSEMENT FOR UP TO \$8,000.00 TO CITY)

By _____:

WHEREAS, Kevin Beach, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program (through the Oneida County Department of Probation); and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program (through the Oneida County Department of Probation), said program being the County-wide effort to improve compliance and enforcement of the Ignition Interlock Device Installation; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome, at a rate of \$50.00 per hour, up to the sum of Eight Thousand and 00/100 Dollars (\$8,000.00); now, therefore,

BE IT RESOLVED, by the Board Of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program for the time period July 1, 2016 to September 30, 2016; and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program.

Seconded by _____.

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

ADOPTED: DEFEATED:

**ONEIDA COUNTY IGNITION INTERLOCK
AGREEMENT**

THIS AGREEMENT made by and between the **CITY OF ROME** through its **POLICE DEPARTMENT**, having offices at 301 North James Street, Rome New York 13440, hereinafter referred to as the "**POLICE AGENCY**," and the **COUNTY OF ONEIDA**, through its **PROBATION DEPARTMENT**, hereinafter referred to as the "**COUNTY**."

WHEREAS, pursuant to New York State Vehicle and Traffic Law Section 1198, the **COUNTY's PROBATION DEPARTMENT** oversees and supervises probationers who, as a condition of probation supervision, must use an Ignition Interlock Device (hereinafter "IID") in any vehicle he or she owns or operates; and

WHEREAS, the **PROBATION DEPARTMENT** has been selected to be part of a pilot program, under the auspices of the New York State Office of Public Safety (OPS) and Office of Probation and Correctional Alternatives (OPCA), and through funding from a Governor's Traffic Safety Committee Grant, which is focused on improving compliance and enforcement of the Ignition Interlock Device installation; and

WHEREAS, the **POLICE AGENCY** has expressed the willingness, ability and desire to participate in this pilot program; and

NOW, THEREFORE, the parties agree as follows:

1. The **POLICE AGENCY** shall participate in the aforementioned pilot program focused on improving compliance and enforcement of the Ignition Interlock Device installation. To that end, the **POLICE AGENCY** shall take part in a joint activity with the **PROBATION DEPARTMENT**, which activity may include:

- A. a mass probation reporting session;
- B. a victim impact panel;
- C. court sentencing in traffic court;
- D. a probation treatment group;
- E. targeted field work; and/or
- F. any other session or activity set forth by OPS and OPCA.

2. The **COUNTY** shall reimburse the **POLICE AGENCY** at a rate of \$50.00 per hour, up to the sum of Eight Thousand Dollars and no cents (**\$8,000.00**), for its participation in this pilot program. The funds paid to the **POLICE AGENCY** under this Agreement are to be used to support police officers' hours worked during the activities performed by the **POLICE AGENCY** under the pilot program. Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed County voucher and related forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said activity performed under the pilot program.

RESOLUTION NO. 176

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
HIGHLANDER CONSTRUCTION, INC., PURSUANT TO BOARD OF ESTIMATE AND
CONTRACT RESOLUTION NO. 83 ADOPTED APRIL 14, 2016, FOR CONSTRUCTION
SERVICES RELATING TO THE MARTIN STREET SANITARY SEWER EXTENSION
(NO COST CHANGE)

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 83 adopted April 14, 2016, authorized the awarding of a contract to Highlander Construction, Inc., for construction services relating to the Martin Street Sanitary Sewer Extension, for a total amount not to exceed to \$2,351,983.55; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of the Department of Public Works for the City of Rome, that Highlander Construction, Inc., be awarded Change Order No. 1 for this project, pursuant to the attached "Change Order No. 1" which is made part of this Resolution; and

WHEREAS, the above referenced contract is a unit bid contract, and Change Order No. 1 will be utilized as a no cost change; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Highlander Construction, Inc., pursuant to Resolution No. 83 adopted April 14, 2016, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, with terms more specifically set forth in the attached Change Order No. 1, which is made a part of this Resolution, and that the Mayor is authorized to execute same; and

BE IT FURTHER RESOLVED, that Resolution No 83, adopted by the Board of Estimate and Contract on April 14, 2016 shall otherwise remain as originally adopted.

Seconded by _____.

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

ADOPTED: DEFEATED:

Date of Issuance: 8/3/16	Effective Date: 8/3/16
Owner: City of Rome, Oneida County, New York	Owner's Contract No.: N.A.
Contractor: Highlander Construction Inc.	Contractor's Project No.: N.A.
Engineer: O'Brien & Gere Engineers, Inc.	Engineer's Project No.: 52310 / 63622
Project: Martin Street Sanitary Sewer Extension	Contract Name: N.A.

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor is to provide all labor, equipment and materials to install four (4) 6" sanitary sewer laterals under Martin Street to serve properties in lieu of the original bid design; excluding test pits (miscellaneous excavation), special backfill, and pavement restoration. CCTV inspection is not included within the scope of work.

The mainline sanitary sewer alignment was revised, as a result of easements being unable to be obtained from property owners on the south side of Martin Street, which deleted installation of unit price items - including the 24" bored crossing, four (4) manholes, and approximately 550 lf of 8" PVC sanitary sewer. The revised alignment, reflected in the attached contract drawing, requires the lateral installations to serve the properties on the south side of Martin Street.

Attachments: Revised Contract Drawing C-103, , Bill Langdon Email dated 7/8/16, HCI Extra Work Order #1 dated 7/7/16, and Fernco Strong Back RC 1000 Series Coupling Product Information

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,351,983.55</u>	Original Contract Times: Substantial Completion: <u>(180 days) December 17, 2016</u> Ready for Final Payment: <u>(180 days) December 17, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>X</u> to No. <u>X</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>(0 days)</u> Ready for Final Payment: <u>(0 days)</u> days
Contract Price prior to this Change Order: \$ <u>2,351,983.55</u>	Contract Times prior to this Change Order: Substantial Completion: <u>(180 days) December 17, 2016</u> Ready for Final Payment: <u>(180 days) December 17, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>89,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>(0 days)</u> Ready for Final Payment: <u>(0 days)</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,440,983.55</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>(180 days) December 17, 2016</u> Ready for Final Payment: <u>(180 days) December 17, 2016</u> days or dates

Change Order No. 1
Date of Issuance: 8/3/16
Effective Date: 8/3/16

RECOMMENDED:
O'Brien & Gere Engineers, Inc.

ACCEPTED:
City of Rome

ACCEPTED:
Highlander Construction, Inc.

By: *Jan E. P. [Signature]*
Engineer
Title: *Contract Administrator*
Date: *8/5/16*

By: _____
Owner
Title _____
Date _____

By: *Bradford [Signature]*
Contractor
Title *President*
Date *8/3/16*

Approved by Funding Agency
(if applicable)

By: _____ Date: _____
Title: _____

RESOLUTION NO. 177

AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH DAVIS
MECHANICAL TO PROVIDE HVAC PREVENTATIVE MAINTENANCE
AND REPAIR SERVICES (\$87,447.00)

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 112A adopted April 24, 2014, authorized the Mayor of the City of Rome to enter into an agreement with Davis Mechanical, for full preventative maintenance and repair for HVAC systems at various City of Rome locations for a period of one (1) year with one (1) twelve month at a total contract price of \$84,900.00; and

WHEREAS, the parties executed an Addendum on June 4, 2014 which amended the term of the Agreement to commence upon execution and terminate two years from that date thereof, with one (1) twelve month extension, with escalations upon mutual agreement of the parties; and

WHEREAS, the parties have mutually agreed upon a 3% increase, which will increase the contract price to an amount not to exceed \$87,447.00; and

WHEREAS, Santino Emmanuele, Purchasing Agent for the City of Rome, New York is of the opinion that extending the Original Agreement for a period of one (1) year, effective upon execution, with the negotiated escalations, is in the best interest of the City of Rome, New York; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract for one (1) year, with Davis Mechanical Service, Inc., for full preventative maintenance and repair for HVAC systems at various City of Rome, New York locations, at a total contract price (including the 3% agreed upon escalation) of \$87,447.00, for a term of twelve (12) months.

Seconded by _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 178

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 318
ADOPTED NOVEMBER 13, 2014 RELATIVE TO AN AGREEMENT
WITH TOSHIBA BUSINESS SOLUTIONS (USA), INC.

By _____:

WHEREAS, the Board of Estimate and Contract, pursuant to Resolution No. 318 adopted November 13, 2014, authorized the Mayor of the City of Rome, New York to enter into an agreement with Toshiba Business Solutions (USA), Inc., for the lease of multifunctional copier systems at various City of Rome locations; and

WHEREAS, Santino Emmanuele, Purchasing Agent for the City of Rome, has requested that the contract be amended to allow for the replacement of one (1) Ricoh 2018D Copier with a new multifunctional unit, at an amount not to exceed \$163.60 per month, said replacement shall be added to the current contract for 39 months; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that Resolution No. 318 adopted November 13, 2014, be and is hereby amended to allow for the replacement of one (1) Ricoh 2018D Copier with a new multifunctional unit, at an amount not to exceed \$163.60 per month, said replacement shall be added to the current contract for 39 months; and

BE IT FURTHER RESOLVED, that the remainder of Resolution No. 318 shall remain as originally adopted on November 13, 2014.

Seconded by _____.

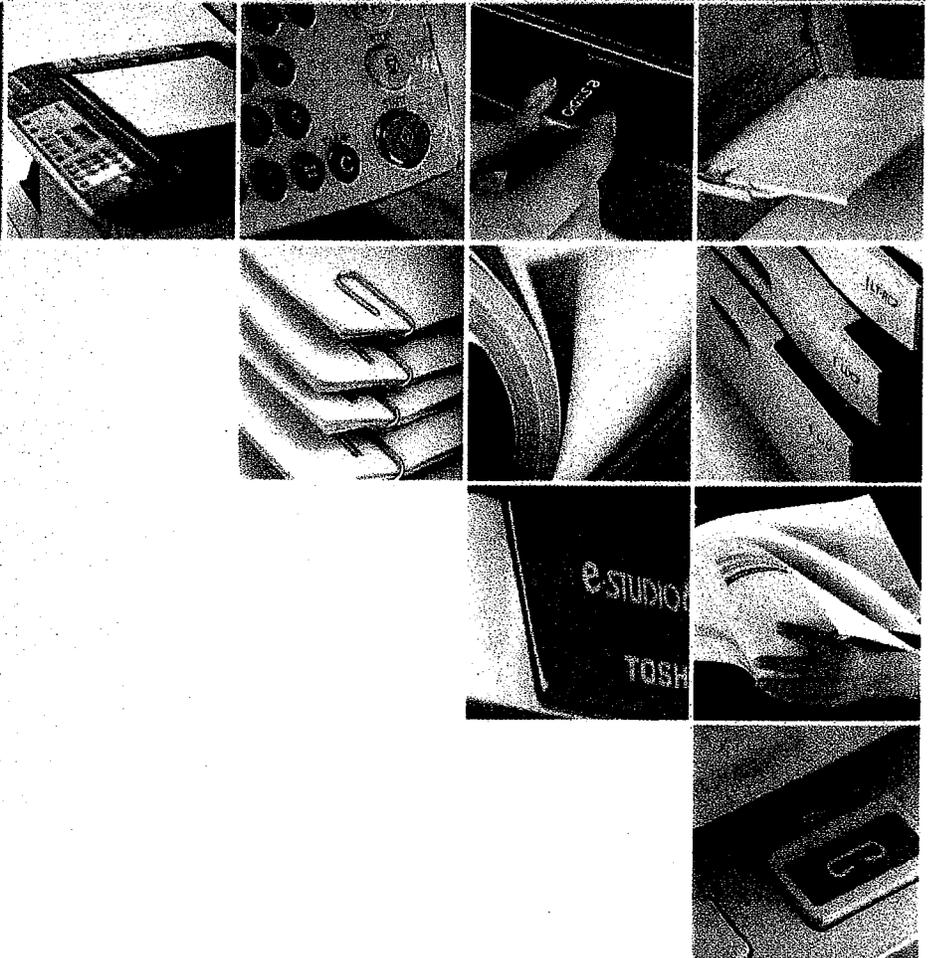
AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

Recommendation for

Police Department, S.I.U. Office, City of Rome, NY

August 26, 2016



Prepared by
Mehmedalija Avdic
Commercial Account Manager
315-292-0113
mehme.avdic@tbs.toshiba.com

TOSHIBA
BUSINESS SOLUTIONS



Robert Pinti
City of Rome
Police Department
301 N. James St.
Rome, NY, 13440

Dear Bob,

Thank you for taking the time to speak with me regarding your specific document needs. Based on our conversation, I have put together a Recommended Multifunctional Equipment to meet your goals of:

- Replace old, unfixable, Ricoh 2018D b/w copier with a new Multifunctional system
- Print, copy and scan functionality to increase efficiency in your department

Please except this recommendation to replace old Equipment.

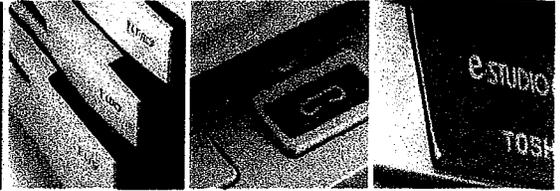
We will be able just to add this new Equipment to the current contract contract as an Addendum for 39 month/ \$ 163.60 or 60 month/ \$ 119.00 per month.

Thank you for giving us the opportunity to present the following recommendation. On behalf of your Toshiba Business Solutions team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs, increasing your document efficiency, and ultimately lowering your output costs.

Sincerely,

Mehmedalija Avdic
Commercial Account Manager
315-292-0113
Mehme.avdic@tbs.toshiba.com

Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.



We recommend a brand new Multifunctional System TOSHIBA e-STUDIO 2505AC:

The same Equipment was install at Administrative Service department

e-STUDIO 2505AC (25 page speed COLOR and b/w print/copy/scan/ up to 11x17)

Accessories: - Large Document Feeder

- scanning to e-mail, PDF, Folder and PC
- 2x550 sheet paper trays (up to 11x17)
- 100 Sheet Buy-Pass
- Stand/Cabinet
- e-Filing Technology

Financial Recommendation, Add Equipment to the Current Contract for:

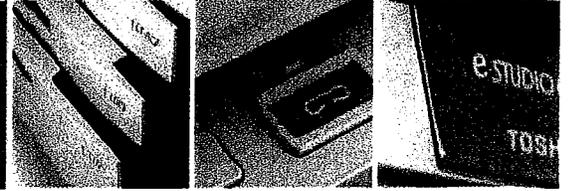
* **39 month Lease \$ 163.60 per month** Including Equipment and Maintenance will be "Base on Usage/ Pay as you go"

* **60 month lease \$ 119.00 per month** Including Equipment and Maintenance will be "Base on Usage/Pay as you go"

Maintenance Includes:

- b/w Images " Base on Usage/Pay as you go" @ \$.0065
- Color Images " Base on Usage/Pay as you go" @ \$.045
- Billing calculated QUARTERLY
- Delivery, install, network, training, all service call, all parts and supplies (except paper)

TOSHIBA
BUSINESS SOLUTIONS



Thank you!

TOSHIBA
BUSINESS SOLUTIONS

RESOLUTION NO. 179

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH LOCUS AT AN AMOUNT NOT TO EXCEED \$12,000.00

By _____:

WHEREAS, Edward R. Seelig, Deputy Director for the City of Rome, has recommended that the City of Rome, New York, retain the services of LOCUS, for visual graphics, 3d renderings, branding, website, and video related to the redevelopment planning of the Riverwalk Village Project, for a total amount not to exceed \$12,000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with LOCUS, for visual graphics, 3d renderings, branding, website, and video related to the redevelopment planning of the Riverwalk Village Project, for a total amount not to exceed \$12,000.00. Said services are more specifically described in the attached "Proposal for Services", which is made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:

LOCUS

www.designingLOCUS.com
visual communication + design strategies

Proposal for Services

For The Griffiss and City Stitch

Matt Andrews
Senior Planner
Department of Community & Economic Development
198 North Washington Street
Rome, NY 13440

August 8, 2016

LOCUS recommends the following scope of services to build support for the “Riverwalk Village and Griffiss Greenbelt redevelopment strategy” and larger planning ideas that include expansion of the Community College, new housing, and commercial space. Proposed scope of services are divided between two contracts, the first half with EDGE and the second with the City of Rome.

With EDGE LOCUS will lead a brief engagement session with area stakeholders followed by the development of a series of images that show how all the new ideas could fit with and reinforce the existing assets, then tie all of that together into a presentation.

LOCUS will then work with the City of Rome to create a 2-3 minute video that helps stakeholders, involved agencies and potential investors to visualize viable redevelopment scenarios distilled from market analysis and the public engagement process. The video will discuss how the area could thrive with strategic improvements that unite several projects in the target area. LOCUS will then develop a website to host all materials and content related to the initiatives in the target area including information about its many component projects to be utilized by stakeholders and potential investors.

EDGE SERVICES:

Stakeholders meeting. Including 1 representative from each of the following: City of Rome Executive rep, Common Council, MVVC, Griffiss Local Development Corp, Land owners Association, DFAS, CRM, School district, resident of the adjacent housing, and any other group deemed important. LOCUS will prepare a presentation to start the conversation and will help to mediate the discussion. The goal of this first step is to build knowledge about what people see as assets and understand their constituency better.

Introduce the project’s ambition to stitch together the communities (City and Griffiss).

- Set the stage with historical images and aerials of the area before the AirForce Base, when it was built, abandoned, and current. Each time visually noting impacts to the city.
- Show all the assets now using a basic 3d rendered axonometric diagram of the area. Each asset is pulled out separately with an image and then all are layered together at the end of the sequence: River, Bike trails, Housing stock, new mixed use projects, walking trails, sculpture park, city, Community College, vacant housing, gas station, existing businesses.
- Ask a series of questions: what did we miss? How are the existing assets used? What works? What does not? Tell us about your group. What is important to them?

Market Analysis Review and Visualization. LOCUS will review the provided market analysis and extract and visualize key information that support this initiative and its component projects to inform design suggestions and use in the video, presentation, and website.

Stakeholders diagram. LOCUS will produce a graphic that shows who was involved and what information was gained.

Images of design and planning ideas. Using the same 3d rendered axon from the assets images LOCUS will insert a series of recreation enhancements (such as kayak launch, river trail, or fishing access) and planning moves (such as new housing or tree lined streets with sidewalks) with blowup renderings of what the recreation enhancements might look like.

Brand the Area. Develop a simple brand that encapsulates the goal. And end the presentation and video with that message. Such as Growing Rome Together. Or the Stitch, etc..

Digital Presentation. Assemble the entire story into a presentation that can be shortened or rearranged to suit different groups. Starting with how the city has changed as a result of the Air Force base, explaining what information was gained through the stakeholder process, establishing the ability of this particular area to begin to stitch that relationship back together through public and private investment in key locations, showing key points of the market analysis and what that means to the proposed projects, then showing the series of design images of how all the things that are already happening can be reinforced with a series of new and strategic investments. Building on what is there and what works. LOCUS will also provide basic written talking points for each slide.

CITY OF ROME SERVICES:

Video. LOCUS will create a 2-3 minute video that will discuss why this initiative is so important to the city and Griffiss and how much of an impact it could have to think of the entire area as a single project. The video will utilize things like: diagrammatic animations, still renderings, interviews, photography and video of the area, and aerial overlays with easy to understand diagrams. Content will discuss key elements of the project can create a sustainable community (ecologic and economic) by: provide functional recreation assets from underutilized infrastructure, turning blight into vibrant new tax base, and stimulating connectivity with the creation of spaces/paths that people want use as pedestrians and bikers. The video will be hosted on Vimeo and others so that it may be easily shared and embedded into the project website.

Project Website. A simple webpage that explains the objectives of the project, the parties involved, how people can engage the process, updates to progress, and hosts any related content. The site will be built on a platform that allows EDGE to easily take over content addition, edits, etc. Fee will include 1 year of hosting and updates/maintenance, after which time ownership can transfer to EDGE or can be renewed through LOCUS.

Delivered Materials. Video as mpg (or other if requested) that can be posted online and sent to interested parties. A project website, A Presentation in PowerPoint, PDF, and/or whatever format is preferred. Individual high resolution pdf or jpgs of any image produced as requested.

Timeline

2-3 weeks	Preparation for the Stakeholders meeting
1 week	Recap Diagram
3 weeks	Design and planning concepts and branding
3 weeks	Video creation and website development
1 week	Final Presentation

Fee

LOCUS is proposing a fee **Not-to-Exceed** \$12,000 for the services listed under the CITY OF ROME section of the scope. The project will be invoiced monthly at a rate of \$130/hr for all work listed under the Scope.

The fee includes a maximum of (3) phone or in person meetings (kick off or progress meeting, video and animation concept presentation, and final concept/next steps). Fee includes a single round of client requested modifications to the video, and website, as well as updates and edits to the website for 1 month after final approval.

* Additional revisions or work beyond the stated scope will be considered an additional expense and billed at the hourly rate of \$130/hr.

**Drawings produced by LOCUS will strive to be as accurate as possible, but are exclusively for CONCEPT planning purposes and as such are not intended for construction or calculation. LOCUS is not responsible for any errors in the drawing sets and does not guarantee constructability during concept phase.

If you have questions on this proposal, feel free to contact me at your convenience by email at jrsisko@designinglocus.com or by phone at 315-283-5290.



Joe Sisko
Partner, Locus
102 Cleveland Blvd Fayetteville Ny 13066
P: 315-283-5290
E: jrsisko@designinglocus.com

Authorized Agent
Title

RESOLUTION NO. 180

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PHZ ARCHITECTS AT AN AMOUNT NOT TO EXCEED \$14,900.00

By _____:

WHEREAS, James Korpela, Director of the Department of Parks and Recreation for the City of Rome, has recommended that the City of Rome, New York, retain the services of PHZ Architects, for architectural services relative to a new restroom pavilion construction at Wright-Hazelton Park, at a total amount not to exceed \$14,9000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with PHZ Architects, for architectural services relative to a new restroom pavilion construction at Wright-Hazelton Park, at a total amount not to exceed \$14,9000.00. Said services are more specifically described in the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED: DEFEATED:



Architects

August 29, 2016

Dear Mr. Guiliano:

Please find below my fee proposal for professional architecture & engineering services to develop construction documents for a new restroom pavilion at Wright-Hazelton Park in Rome, NY. PHZ Architects has included in this proposal the mechanical/electrical/plumbing design by ASM Engineering and structural design by IE Solutions. No site design or engineering has been included. The fee proposal includes the following scope of work:

Construction Documents:

- Finalize plans, elevations, and wall section based on the Schematic Design previously developed by PHZ (dated 1/25/16) for bidding and construction
- Develop construction details, including concrete slab & foundations, CMU wall reinforcing, window, door, and roof details.
- Develop interior elevations, including required ADA information
- Develop finish schedule, door schedule, and window schedule
- Develop ventilation/exhaust system as needed – the pavilion will be used in the summer months only and will not be heated or cooled
- Develop lighting & power drawings
- Develop plumbing drawings
- Produce written specifications for architectural, structural, and M/E/P scope of work
- Submit 70% Construction Drawings to the City of Rome for review and approval before final CDs are completed
- Upon approval, complete Construction/Bidding Documents
- Provide (10) ten printed copies of the Construction/Bid documents

Bidding:

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

Construction Administration:

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



Assumptions:

- The Construction Budget for the project is approximately \$100,000 (construction estimate provided in 1/25/16 report was \$100,000, not including professional fees)
- The original Schematic Design and cost estimate (dated 1/25/16) have been approved by the City of Rome. Minor changes will be incorporated, as needed
- It is assumed that the existing building will be demolished by the City of Rome, therefore demolition drawings are not required in the construction/bid documents
- New building will be located in approximately the same location as the existing building; therefore site engineering & site grading are not required. Minor site grading and landscaping will be completed by the City of Rome.
- The existing utilities serving the original building are adequate for the new structure, therefore utility design/engineering/drawings have not been included.
- There are no hazardous materials present on site, therefore Environmental Engineering and Abatement Design have not been included in this proposal.

Exclusions:

- Drawings of existing building to be demolished
- Demolition drawings and specifications
- Site & utility design, drawings, and specifications
- Site lighting (lighting will be shown inside & on pavilion only)
- Environmental Assessment and Impact Statements (SEQRA)
- SPDES and SWPPP - Based on the limited scope of site work, the project scope will not have over 1 acre of site disturbance and shall not require a NYDEC SPDES II Permit for Storm Discharge due to construction activities
- Environmental Engineering and Hazardous Material Abatement Design

Schedule:

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

Fee and Payment Schedule:

- Total Fee Proposal for the above services is a lump sum of **\$14,900**
- Additional fee to provide backflow preventer design & calculations, if needed, is **\$1,250**
- Invoices will be submitted by PHZ Architects monthly, or at the completion of each project phase, based on the schedule below:



Architects

Percentage of Lump Sum Fee by Phase

- Construction Documents 70%
 - Bidding 5%
 - Construction Administration 25%
-
- Payments are due within 30 days from date of invoice
 - Printing beyond the (10) full-size drawing sets included in the lump sum fee will be billed as a reimbursable expense, at cost plus 15% administration fee
 - Payment for additional services beyond those outlined above will be billed at an hourly rate or at an agreed upon lump sum

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

Sincerely,

Heidi Stemkoski, RA
PHZ Architects, PLLC

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

Authorized Signature: _____

City of Rome, NY

Date: _____

9/6/2016

RESOLUTION NO. 181

AUTHORIZING SETTLEMENT OF LAWSUIT AGAINST
THE CITY OF ROME, NEW YORK

By _____:

WHEREAS, Rickey Jackson and Desiree N. Ovieda, Individually and as Mother and Natural Guardian of T.A.P., a minor, (“the Plaintiffs”), commenced a lawsuit against City of Rome and County of Oneida defendants (“the Defendants”) in Oneida County Supreme Court alleging, among other things, false arrest, assault, battery and negligent infliction of emotional distress, from an incident occurring on or about February 6, 2013; and

WHEREAS, the Plaintiffs have agreed to accept a settlement offer by the Defendants which includes payment by the City of Rome in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) in full settlement of the lawsuit against the City of Rome defendants, with no admission of wrongdoing or liability by the City of Rome or any of its employees or officials; and

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

BE IT RESOLVED, pursuant to Rome Charter Law—Title A, §173, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Corporation Counsel of the City of Rome to settle the lawsuit of Rickey Jackson and Desiree N. Ovieda, Individually and as Mother and Natural Guardian of T.A.P., a minor, against the City of Rome defendants for the total sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), with no admission of wrongdoing or liability by the City of Rome or any of its employees or officials; and

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

