



## 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**

**DECEMBER 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. 233**

**A**

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE RACE TO THE HARBOR PROJECT TITLED "THE MILL STREET PARKING LOT & BELLAMY HARBOR PARK IMPROVEMENTS PROJECT". Seelig**

**RES. NO. 234**

**B**

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE 2016 ROME ART AND COMMUNITY CENTER INSULATION AND ROOF REPAIR PROJECT (RFP-2016-014). Seelig**

**RES. NO. 235**

**C**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 112 CAREY STREET FOR \$500.00. Domenico**

**RES. NO. 236**

**D**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AMENDED BILATERAL COMPLIANCE AGREEMENT WITH ONEIDA COUNTY. Schmidt**

**RES. NO. 237**

**E**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES WITH REGARD TO THE CHILD ADVOCACY CENTER (REIMBURSEMENT UP TO \$92,293.60 TO CITY OF ROME). Beach**

**RES. NO. 238**

**F**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JR ASSOCIATE FOR ATM SERVICES AT JOHN F. KENNEDY CIVIC ARENA (\$.75 PER TRANSACTION). Korpela**

**RES. NO. 239**

**G**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH C.T. MALE ASSOCIATES FOR MASTER PLAN AND GEIS RELATING TO THE WOODHAVEN RIVERWALK REVITALIZATION STRATEGY (\$104,192.00). Seelig**

**RES. NO. 240**

**H**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING FOR PROFESSIONAL PLANNING AND DESIGN SERVICES RELATING TO THE WEST DOMINICK STREET COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (\$23,500.00). Schmidt**

**RES. NO. 241**

**I**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH TWOMEY CONSTRUCTION FOR THE COMPLETE REMOVAL AND REPLACEMENT OF THE MADISON STREET GARAGE ROOF (\$26,465.00). Korpela**

**RES. NO. 242**

**J**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH TWOMEY CONSTRUCTION FOR THE COMPLETE REMOVAL AND REPLACEMENT OF THE STEVEN'S FIELD POOL HOUSE (\$5,945.00). Korpela**

**RES. NO. 243**

**K**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SYSTEMS DEVELOPMENT GROUP, INC. (\$5,650.00). Surace**

**RES. NO. 244**

**M**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CME ASSOCIATES, INC. (\$5,000.00). Seelig**

**RES. NO. 245**

**N**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BUSINESS AUTOMATION SERVICES, INC., (BAS) FOR SOFTWARE SUPPORT AND MAINTENANCE FEES FOR THE CITY CLERK AND VITAL STATISTICS DEPARTMENT. Glasso**

**RES. NO. 246**

**O**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MCCI—JUST FOIA. Glasso**

**RES. NO. 247**

**P**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CONFIDATA, A DIVISION OF EMPIRE RECYCLING CORPORATION, FOR OFF-SITE DOCUMENT DESTRUCTION. Glasso**

**RES. NO. 248**

**T**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CDM SMITH (\$34,926.00). Schmidt**

**RES. NO. 249**

**U**

**AUTHORIZING BUDGETARY TRANSFERS (2016). Nolan**

**RES. NO. 250**

**V**

**AUTHORIZING BUDGETARY TRANSFERS (2016). Nolan**

**RES. NO. 251**

**W**

**AUTHORIZING BUDGETARY TRANSFERS (2016). Nolan**

**RES. NO. 252**

**X**

**AUTHORIZING BUDGETARY TRANSFER (2016). Nolan**

**RES. NO. 253**

**Y**

**AUTHORIZING BUDGETARY TRANSFER (2016). Domenico**

**RES. NO. 254**

**Z**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 1 WITH CDM SMITH RELATIVE TO THE WATER POLLUTION CONTROL FACILITY DISINFECTION ALTERNATIVE STUDY. Schmidt**

**RES. NO. 255**

**S**

**AUTHORIZING THE MAYOR TO EXECUTE A "NO COST TIME EXTENSION" AND AUTHORIZING AN EXTENSION OF THE OLD CITY HALL REVERTER. Seelig**

**RES. NO. 256**

**AA**

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

**RES. NO. 257**

**BB**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH UTICA MACK, INC. (\$115,795.00). Schmidt**

**RES. NO. 258**

**CC**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GUTHRIE-HELI-ARC, INC (\$221,833.78). Schmidt**

**7. TABLED RESOLUTIONS**

**RES. NO. 49**

**G**

**AUTHORIZING BUDGETARY TRANSFER. Nolan**

**8. ADJOURNMENT**

RESOLUTION NO. 233

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE RACE TO THE HARBOR PROJECT TITLED "THE MILL STREET PARKING LOT & BELLAMY HARBOR PARK IMPROVEMENTS PROJECT"

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 Race to the Harbor Project titled "The Mill Street Parking Lot & Bellamy Harbor Park Improvements Project"; 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 January 26, 2016, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 3:00 p.m. on the same date, to be opened by the Purchasing Agent; 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. 234

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS  
FOR THE 2016 ROME ART AND COMMUNITY CENTER INSULATION  
AND ROOF REPAIR PROJECT (RFP-2016-014)

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 2016 Rome Art and Community Center Insulation and Roof Repair Project (RFP-2016-014); 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 December 29, 2016, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 3:00 p.m. on the same date, to be opened by the Purchasing Agent; 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. 235

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE  
THE SALE OF CITY OWNED PROPERTY LOCATED ON  
112 CAREY STREET FOR \$500.00

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

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and;

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 112 Carey Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of 112 Carey Street to Justin Gualtieri for the monetary consideration of \$500.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

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

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

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

ADOPTED: DEFEATED:

EXHIBIT "A"

TAX MAP NO. 243.069-0001-026

PROPERTY ADDRESS: 112 Carey Street

CONSIDERATION: \$500.00

BUYER: Justin Gaultieri

RESOLUTION NO. 236

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AMENDED BILATERAL COMPLIANCE AGREEMENT  
WITH ONEIDA COUNTY

By \_\_\_\_\_;

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome that the Mayor of the City of Rome is hereby authorized to enter into an amended Bilateral Compliance Agreement (Covered Reservoir Compliance) with Oneida County, relative to the UV Facility which shall provide for a new date by which to complete construction and commence operation of the intended compliance project, said date being December 31, 2017, now; therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an amended Bilateral Compliance Agreement (Covered Reservoir Compliance) with Oneida County which shall provide for a new date by which to complete construction and commence operation of the intended compliance project, said date being December 31, 2017.

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

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

ADOPTED:

DEFEATED:

## BILATERAL COMPLIANCE AGREEMENT

### COVERED RESERVOIR COMPLIANCE

**THIS AGREEMENT** by and between Oneida County, a municipality of the State of New York, hereinafter referred to as the "COUNTY", through its Health Department, located at 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "AGENCY", and the City of Rome, with its principal offices located at 198 N. Washington Street, Rome, New York 13440, hereinafter referred to as the "CITY".

**WHEREAS**, Title 40 of the Code of Federal Regulations (CFR), Section 141.714 of LT2 Surface Water Treatment Rule (SWTR), promulgated by the United States Environmental Protection Agency (USEPA) under the provisions of the Federal Safe Drinking Water Act (SDWA) requires that uncovered finished water reservoirs must 1) provide a cover or 2) provide treatment of the discharge to achieve inactivation of 4 log viruses, 3 log giardia, and 2 log cryptosporidium by April 1, 2009 or be in compliance with a State-approved schedule to meet this condition by April 1, 2009; and

**WHEREAS**, Section 5-1.32 of the State Sanitary Code (SSC) promulgated by the New York State Department of Health ("Department") pursuant to the New York State Public Health Law (PHL) requires water delivered from uncovered reservoir be continuously disinfected in a manner approved by the State ("State" being defined in SSC 5-1.1(k) as the State Department of Health Commissioner or his designated representative); and

**WHEREAS**, the CITY is a supplier of water, as defined in State Sanitary Code Section 5-1.1(ay), and is responsible for meeting all aspects of the SSC; and

**WHEREAS**, the two reservoirs (one 15 million gallon and one 50 million gallon), owned and operated by the CITY, are uncovered and do not provide sufficient treatment (including disinfection) to inactivate viruses, giardia or cryptosporidium; and

**WHEREAS**, the AGENCY is a designated representative of the New York State Department of Health Commissioner in this matter;

**NOW, THEREFORE**, in order to satisfy the requirements of SSC Section 5-1.32 and the CFR Section 141.714 of LT2 SWTR, the CITY and the AGENCY agree as follows:

- 1) The CITY must submit an engineer's report to the AGENCY describing its plan to comply with SSC 5-1.32 and the LT2 SWTR for its 15 million gallon reservoir and 50 million gallon reservoir by **FEBRUARY 28, 2010**.
- 2) On or before **MAY 1, 2015** the CITY shall submit final plans and specifications for the construction of the compliance facility/facilities to the AGENCY with a full set of copies also submitted to the **NEW YORK STATE DEPARTMENT OF HEALTH**.
- 3) On or before **AUGUST 1, 2015** the CITY shall award the contract for the intended project.
- 4) On or before **SEPTEMBER 1, 2015** the CITY shall begin construction of the intended compliance project.

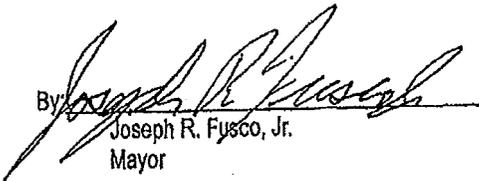
- 5) On or before **DECEMBER 31, 2016** the **CITY** shall complete construction and commence operation of the intended compliance project.
- 6) In the event that it becomes necessary to modify any of the above dates, the **CITY OF ROME** shall provide written documentation of the need to modify such dates to the **AGENCY** who shall have the sole authority to approve or deny the request for modification.
- 7) In the event that the **CITY** fails to meet the agreed upon date for completion of the intended compliance project it acknowledges that it may be referred to the **NEW YORK STATE DEPARTMENT OF HEALTH** for enforcement.
- 8) This Agreement shall be fully effective when duly endorsed by both parties.

Dated:

CITY OF ROME

12/24/14

By:

  
Joseph R. Fusco, Jr.  
Mayor

Dated:

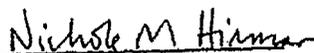
ONEIDA COUNTY

01/27/15

By:

  
Anthony J. Picente, Jr.  
County Executive

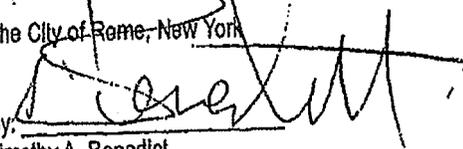
Approved as to Form

  
Assistant County Attorney

Pursuant to Section 171 of the Rome City Charter, I hereby certify that the City Officer who enacted the subject contract on behalf of the City of Rome had authority and power to so act and that such contract is in proper form and properly executed.

The City of Rome, New York

By:

  
Timothy A. Benedict  
Corporation Counsel

RESOLUTION NO. 237

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES  
WITH REGARD TO THE CHILD ADVOCACY CENTER  
(REIMBURSEMENT UP TO \$92,293.60 TO CITY OF ROME)

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

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

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services will reimburse the City of Rome the cost for providing such personnel in an amount not to exceed Ninety Two Thousand Two Hundred Ninety-three and 60/100 Dollars (\$92,293.60); and

BE IT FURTHER RESOLVED, that the term of this Agreement shall extend from January 1, 2017 to December 31, 2017, as more specifically defined in the attached agreement, which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:

AGREEMENT

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

**WHEREAS**, the County and the Department have the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

**WHEREAS**, the County and the Department have received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

**WHEREAS**, the Department is in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

**WHEREAS**, the CAC grant funding allows for training of LECs; and

**WHEREAS**, the Contractor has the interest and capability to provide an LEC; and

**WHEREAS**, The Contractor desires to participate in the CAC by and through its Police Department;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:**

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely

to the CAC for forty (40) hours per week.

2. The LEC shall facilitate and assist the CAC in their criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the DA's Office in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
  - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
    - i. Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases;
    - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
    - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
  - B. Act as a liaison between the CAC, the DA's Office (DA), the Department, and various law enforcement agencies in matters relating to MDT cases:
    - i. Develop and maintain professional, working relationships with all County agencies;
    - ii. Confer with police agencies about the status of a criminal investigation of an MDT child abuse case;
    - iii. Confer with the DA regarding the status of MDT case prosecution; and
    - iv. Work with partner agencies to resolve issues involving the criminal aspect of an MDT child abuse case.
  - C. Keep current on issues relevant to position and take part in training opportunities when able at the Contractor's discretion.
  - D. Work collaboratively with other CAC staff and MDT members.

- E. Compile and keep current a list of contact information for local police agencies and team members.
- F. Perform all duties with sensitivity to the confidential nature of an MDT child abuse case.
- G. Contractor agrees that the Police Officer assigned to the role of LEC as part of the CAC, shall:
  - i. Investigate allegations of the sexual abuse of children;
  - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
  - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
  - iv. Gather and process evidence on cases assigned to Police Officer;
  - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
  - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill their duties under this Agreement,, and assist in developing the methods and means for operation of the CAC; and
  - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement as deemed appropriate by the Contractor.
- H. The Parties hereto agree to work together to meet the following goals:
  - i. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, medical providers, Rape Crisis, and the DA's office;
  - ii. Increase the percentage of reported child sexual abuse cases that are indicted, prosecuted and convicted;
  - iii. Decrease the number of necessary interviews with the child victim;
  - iv. Decrease the level of trauma to the child victims and secondary victims;
  - v. Maintain a child-oriented interview setting;
  - vi. Maintain accurate records of reports, arrests, prosecutions, and convictions;
  - vii. Provide on-going training; and
  - viii. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

### III. PERFORMANCE OF SERVICES

1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
2. Contractor acknowledges and agrees that Contractor and its subcontractors have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

### IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees and subcontractors, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Neither the Contractor, nor its employees or subcontractors shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
3. Contractor acknowledges and agrees that neither Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.
4. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor, or its employees or subcontractors, under this Agreement, and for compliance with all applicable labor and employment requirements, and with respect to the employees or subcontractors, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for

withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
7. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### V. EXPENSES

1. Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

#### VI. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, except for those specialized trainings which allow an officer to work in the CAC. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow an officer to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

#### VII. REIMBURSEMENT

1. The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. Certified copies of the assigned Investigator's official time sheets will be attached to said vouchers. Any other documentation required by the Department to show the actual cost incurred by the Contractor shall be provided.

2. The Department shall reimburse the Contractor eighty percent (80%) of the cost for the services of the aforesaid police officer. The total annual cost of the officer to the Contractor is \$115,367.00. The County shall reimburse the Contractor 80% of the actual costs incurred by the Contractor, and said reimbursement shall not exceed \$92,293.60 for the duration of this Agreement. The remaining cost of the officer shall be the sole responsibility of the Contractor.
3. Any time spent by the assigned officer relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the investigator without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the police officer to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the Department, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

#### VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
    - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
    - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including and deductible or self-insured retention,

maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations;

b. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

c. Professional Law Enforcement Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

d. Workers Compensation and Employers Liability;

- i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Professional Law Enforcement Liability or Workers Compensation maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

4. Indemnification: The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and it's sub-consultants, agents, servants, or employees, and from

any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

#### IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Provider shall provide all authorized representatives of the County, the Department and the State or federal government with full access to all records relating to the Provider's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

#### X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

#### XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

#### XII. ENTIRE AGREEMENT

1. The Contractor and the Department agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement;
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises;
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect;
4. Said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein;
5. The terms of this Agreement, including any attachments, amendments, addendums or

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

XIII. ADVICE OF COUNSEL:

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

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year below written.

\*\*\*\*\*

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

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

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

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

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

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

Lucille A. Soldato, Commissioner

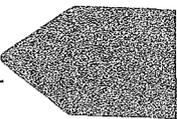
\*\*\*\*\*

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

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

Jacqueline M. Izzo, Mayor

\*\*\*\*\*



**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY: \_\_\_\_\_**  
**GERARD F. FEENEY**  
**CORPORATION COUNSEL**



## APPENDIX A

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

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

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

and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

- \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
  - \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be

disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

## APPENDIX B

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

#### Personnel

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

#### Notices

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually

designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

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

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under

this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and

cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

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

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  - The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such

additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

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

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

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

## REPORTS AND DELIVERABLES

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

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

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

#### PUBLICATIONS AND COPYRIGHTS

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

to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or

insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

## CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

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

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

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

## FISCAL SANCTION

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

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

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

#### ADDITIONAL ASSURANCES

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

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

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

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

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

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

City of Rome

NAME OF CONTRACTED AGENCY

Jacqueline M. Izzo, Mayor

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*City of Rome  
Child Advocacy Center Participation*

# 18901  
1/1/17-12/31/17

## ADDENDUM

**THIS ADDENDUM**, entered into on this 1<sup>st</sup> day of January, 2017 between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about:

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

Place of Performance (street, address, city, county, state, zip code).

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

**6. Workers' Compensation Benefits.**

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

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

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

*City of Rome*  
*Child Advocacy Center Participation*

# 18901  
1/1/17-12/31/17

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

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

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to

enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in

connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

#### **17. Audit**

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

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

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

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a

Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

RESOLUTION NO. 238

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH JR ASSOCIATE FOR ATM SERVICES AT  
JOHN F. KENNEDY CIVIC ARENA (\$.75 PER TRANSACTION)

By \_\_\_\_\_;

WHEREAS, Director of the Department of Park and Recreation, James Korpela, has recommended that the City of Rome, New York, enter into an agreement with JR Associate for ATM services at John F. Kennedy Civic Arena, said services to include installation, repair and machine money management at the John F. Kennedy Civic Arena with the City of Rome to receive \$.75 per transaction, with no monthly rental fee charged to the City and JR Associate retaining full responsibility for the machine and contents; 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 JR Associate for ATM services at John F. Kennedy Civic Arena, said services to include installation, repair and machine money management at the John F. Kennedy Civic Arena with the City of Rome to receive \$.75 per transaction with no monthly rental fee charged to the City and JR Associate retaining full responsibility for the machine and contents, pursuant to the attached Proposal which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:

JR ASSOCIATE  
Visa/Master Card/ATM Sales & Services  
39 Richfield Street, Ilion, NY 13357  
FAX: 315-894-0018 Phone: 315-868-1853 or 888-647-1412

October 28, 2016

Attention:

Jim Korpela  
City Hall  
198 N. Washington St.  
Rome, NY 13340

Agreement between JR Associate and Kennedy Arena

JR Associate handling all duties of the ATMs:

- 1 – JR Associate will place ATMs at Kennedy Arena and be fully responsible for installation, filling, maintaining, repairing and monitoring said machines. The machines will be solely owned by JR Associate. This is referred to as a full placement with no charge to Kennedy Arena for these services.
- 2 – Kennedy Arena will be responsible for providing the necessary either dial-up or Ethernet communication solution. Which has already been run.
- 3 – Kennedy Arena will receive 25% of the surcharge from the machines. The suggested surcharge is \$3.00
- 4 – Processor will provide a monthly statement to Kennedy Arena with payment for previous month.
- 5 – Example of Fees: If the fee is set at \$3.00 per transaction and Kennedy Arena receives \$0.75 per surcharge:
  - if it processes 100 transactions, Kennedy Arena will receive \$75.00
  - if it processes 400 transactions, Kennedy Arena will receive \$300.00, and so forth.
- 6 – JR Associate will provided EMV approved ATM machines.
- 7 - JR Associate will provide necessary information for running ATMs at Kennedy Arena.
- 8 - This agreement will be for a period of three years.
- 9 – Kennedy Arena would not be responsible for broken or stolen equipment. This would be the responsibility of JR Associate.
- 10 – Kennedy Arena will be required to provide power for the ATM's.

  
\_\_\_\_\_  
Jim Korpela  
Kennedy Arena

Date 11/1/16

  
\_\_\_\_\_  
Jim Richards  
JR Associate Owner

Date 11/4/16

Date

11/1/16

## EXHIBIT A. Price Quote Sheet

NAME OF PROJECT

ATM SERVICE AT  
KENNEDY ARENA

Name:  
(Individual or Company)

JR ASSOCIATE

Mailing Address:

39 RICHFIELD ST.

ILION, N.Y. 13357

Telephone Number:

(315) 868-1853

Price Quote to complete Name of Project as described in this Request for Price Quote package:

\$ NO CHARGE TO CITY OF ROME FOR MACHINE,  
CITY WILL RECEIVE <sup>OR</sup> 0.75 PER TRANSACTION  
FOR A PERIOD OF 3 YEARS. 1 YEAR OPTIONS  
TO FOLLOW.

Signature:

Jim Richards

Date:

11/4/16

If you are interested in providing the commodities/services described in this package, please return this sheet to the address by date. Return by Fax is acceptable; the Fax number is fax number.

RESOLUTION NO. 239

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH C.T. MALE ASSOCIATES FOR MASTER PLAN  
AND GEIS RELATING TO THE WOODHAVEN RIVERWALK REVITALIZATION  
STRATEGY (\$104,192.00)

By \_\_\_\_\_;

WHEREAS, Deputy Director of the Department of Community and Economic Development, Edward R. Seelig, has recommended that the City of Rome, New York, enter into an agreement with C.T. Male Associates relative to the Woodhaven—Riverwalk Revitalization Strategy, said services to include development of masterplan & GEIS relating to the Woodhaven – Riverwalk Revitalization Strategy, for a total amount not to exceed \$104,192.00 (attributed to the capital account previously established for said project); 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 C.T. Male Associates relative to the Woodhaven—Riverwalk Revitalization Strategy, said services to include development of masterplan & GEIS relating to the Woodhaven – Riverwalk Revitalization Strategy, for a total amount not to exceed \$104,192.00 (attributed to the capital account previously established for said project), pursuant to the attached Proposal which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:

# WOODHAVEN - RIVERWALK REVITALIZATION STRATEGY MASTERPLAN & GENERIC ENVIRONMENTAL IMPACT STATEMENT

CITY OF ROME  
Attn: Purchasing Department  
198 N. Washington Street  
Rome, New York 13440

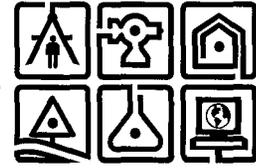


C.T. Male Associates  
Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.  
50 Century Hill Drive, Latham, NY 12110  
Jessy Marquard, R.L.A. Email: [j.marquard@ctmale.com](mailto:j.marquard@ctmale.com)  
518.786.7400 [www.ctmale.com](http://www.ctmale.com)



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**RFP-2016-012**

**Submission Cover Form**

PROJECT IDENTIFICATION: RFP-2016-012  
Woodhaven-Riverwalk Revitalization Strategy  
City of Rome, New York

THIS PROPOSAL IS SUBMITTED TO: Rome City Clerk  
1<sup>st</sup> Floor, Rome City Hall  
198 N. Washington St  
Rome, New York 13440

FIRM'S NAME: C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

FIRM'S ADDRESS: 50 Century Hill Drive, Latham, NY 12110

**PROPOSAL TOTAL DOLLAR AMOUNT:**

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

**PROPOSAL ITEMIZATION:**

Task 1. Inventory & Analysis  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Task 2. Stakeholder Engagement  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Task 3. Market Study  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Task 4. Alternative Land Use Concepts  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Task 5. Transportation Network & Connectivity Plan  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Task 6. Generic Environmental Impact Statement  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Firm's Primary Project Contact Person: Jessy Marquard, R.L.A.

Contact Person's Phone Number: (518) 786-7607

Contact Person's Email: j.marquard@ctmale.com

1. In submitting this Proposal, CONTRACTOR represents that:

- a. CONTRACTOR has examined and carefully studied the Proposal Documents
- b. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
- c. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations including MWBE requirements that may affect cost, progress, performance, and furnishing of work.
- g. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to submit a false or sham Bid; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from proposing; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over any other CONTRACTOR or over OWNER.

2. CONTRACTOR will complete the Work in accordance with the Proposal Documents for the Total Dollar Amount listed above.

3. The following documents are attached to and made a condition of this Bid:

SUBMITTED on November 22, 2016 2016.

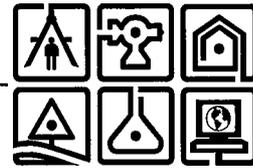
CONTRACTOR Edward F. Garrigan  
(Signature of Authorized Representative)

Edward F. Garrigan, P.L.S.  
(Print Name)

President  
(Title)



## Project Approach



## **APPROACH**

### **WHO WE ARE**

We hope that you will consider our team to support this project because of our depth of skills and the knowledge required to make your project successful. Our project approach combines the creativity of our designers and planners and extensive knowledge of SEQRA processes with sound engineering practice. We are able to provide this while increasing team efficiency by keeping the number of participating firms at a minimum. CT Male and the Williams Group (TWG) make up the base design and planning team, while Mannix Marketing and Spicer provide specific skills that further strengthen our team.

Our team stands out from our competitors due to our close working relationship between planners/designers and engineers. Our work product is not just a pretty picture; it is a viable and constructible design. Our team's strengths, which are required for the success of your project, are aligned with our proposed project schedule and are as follows:

- Preparation of development scenarios that leverage existing resources and meeting a market supportable age
- Our collective backgrounds in planning, design and engineering provide designs which balance the needs of vehicular, pedestrian and cyclist users while optimizing circulation for these users
- Creative and thoughtful streetscape design with innovative and technically sound stormwater management concepts which sculpt development efficiently
- Top-quality graphic and narrative capabilities

### **THE PROJECT**

The overall strategy is to generate an implementation plan to revitalize the site into a sustainable and attractive mixed-use development. To assist with the objectives, TWG's primary role will be to analyze the economic, demographic and market conditions for development and provide the team with a range of market supportable real estate options that are complementary to the goals of the program. In addition, the team at large will share in the outreach and stakeholder reengagement. Specifically, TWG would contribute to the developer roundtables to provide input to the market analysis. The team will work together to develop a phased program for redevelopment and conceptual plans that meet the market supportable agenda.

As you know and as shown on the attached map, the project area has many opportunities and strengths. Easy access to the NYS Thruway and the City of Utica are important, but connections to amenities which provide increased quality of life are just as important these days when attracting a 21<sup>st</sup> Century workforce and multigenerational residents. The Mohawk River Trail, nearby parks, golf courses and the Griffiss Sculpture Park are all existing amenities; connections to these will be integral to a well balanced development strategy.

Our recent and current projects on the Griffiss Business & Technology Park (both pedestrian streetscape enhancements and multi-use master planning development at Floyd Avenue/former Building 240 Site) have afforded us firsthand knowledge of the area of this project. We also recently completed development of the Erie Canal - Mohawk River Historic Water Trail (HWT) for the Erie Canalway Heritage Fund which extends from Rome to Waterford, NY. We feel that non-motor boat access at Woodhaven-Riverwalk to the Mohawk River and the HWT will increase the diversity of amenities and resources further strengthening the quality of life.





**Fee Proposal**

**FEE**

		Subtotal	Total
Task 1	Inventory & Analysis		\$8,183
	CT Male	\$7,399	
	The Willams Group	\$784	
Task 2	Comprehensive Stakeholder Engagement & Pubic Outreach		\$13,475
	CT Male (Stakeholder Meetings, Roundtables, & Dropbox)	\$6,860	
	The Willams Group (Roundtables)	\$686	
	Mannix (Project Web Portal)	\$5,929	
Task 3	Market Study		\$29,890
	CT Male (Project Management)	\$490	
	The Willams Group (All Market Analysis)	\$29,400	
Task 4	Alternative Land Use Concepts		\$12,936
	CT Male (Development of Concepts & Finalizing Color Rendered Plans)	\$11,270	
	The Willams Group (Development of Concepts)	\$1,666	
Task 5	Transportation Network & Connectivity Plan		\$17,150
	CT Male (Development of Design Criteria & Construction Documents)	\$13,720	
	Spicer (Cost Estimate)	\$3,430	
Task 6	GEIS		\$16,660
	CT Male (Development of Draft and Final)	\$16,660	

**\$98,294**

WMBE Percent	42.75%
Reimbursable Expenses (Estimate 6% of Labor)	\$5,898

**Assumptions, Clarifications, Exclusions**

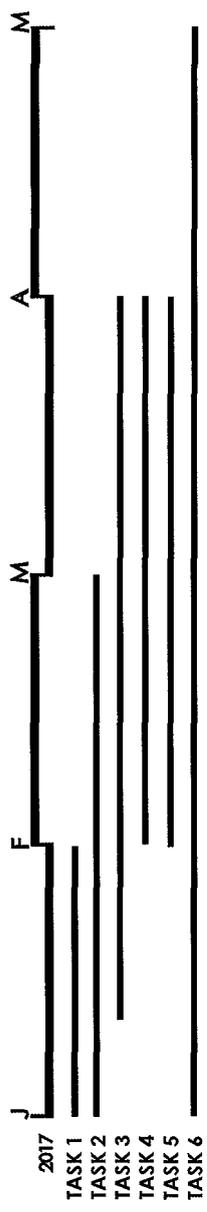
1. A favorable outcome is expected with the public and revisions to the GEIS are expected to be very limited.
2. Two full days, including travel time are anticipated to complete all stakeholder and roundtable meetings. In order to maintain efficiency, it is assumed that round table meetings will occur on the same days as stakeholder/public meetings and will occur at two times during the project.
3. Construction documents will be produced for two (2) intersections at existing roads and will extend no more than 40' from the edge of the existing roadway. Revisions to existing roadways are expected to be minimal. Utility connections for critical utilities will be included in this design. Cost estimates will be provided for the construction of two intersection designs only.
4. This scope of work includes some evaluation of anticipated traffic generation for each alternative. However, a Traffic Study is not included in this scope of work.
5. Exclusions:
  - a. Preparation of a Stormwater Pollution Prevention Plan
  - b. While Task 4 will show concept road and utility alignments, construction level documentation of roadways and utilities is not included in this scope of work other than what is outlined in item 3.
  - c. Topographic and Boundary Survey.
  - d. Reimbursable Expenses
  - e. Phase 1 ESA and environmental testing
6. Written Deliverables to include:
  - a. Market Analysis
  - b. Summary of Inventory & Analysis (approximately 2 pages) to accompany the base mapping completed in task 1.
  - c. Summary of Public Input Process (approximately 2 pages)
  - d. Summary of Inventory to accompany plan sheets (less than 6 pages of text)
  - e. Design Criteria for Streetscape Standards and Pedestrian Infrastructure (less than 6 pages of text including sketch details)



## Proposed Project Schedule

# WOODHAVEN-RIVERWALK REVITALIZATION STRATEGY - City of Rome, New York

## PROPOSED SCHEDULE & SUBTASKS



Project Schedule

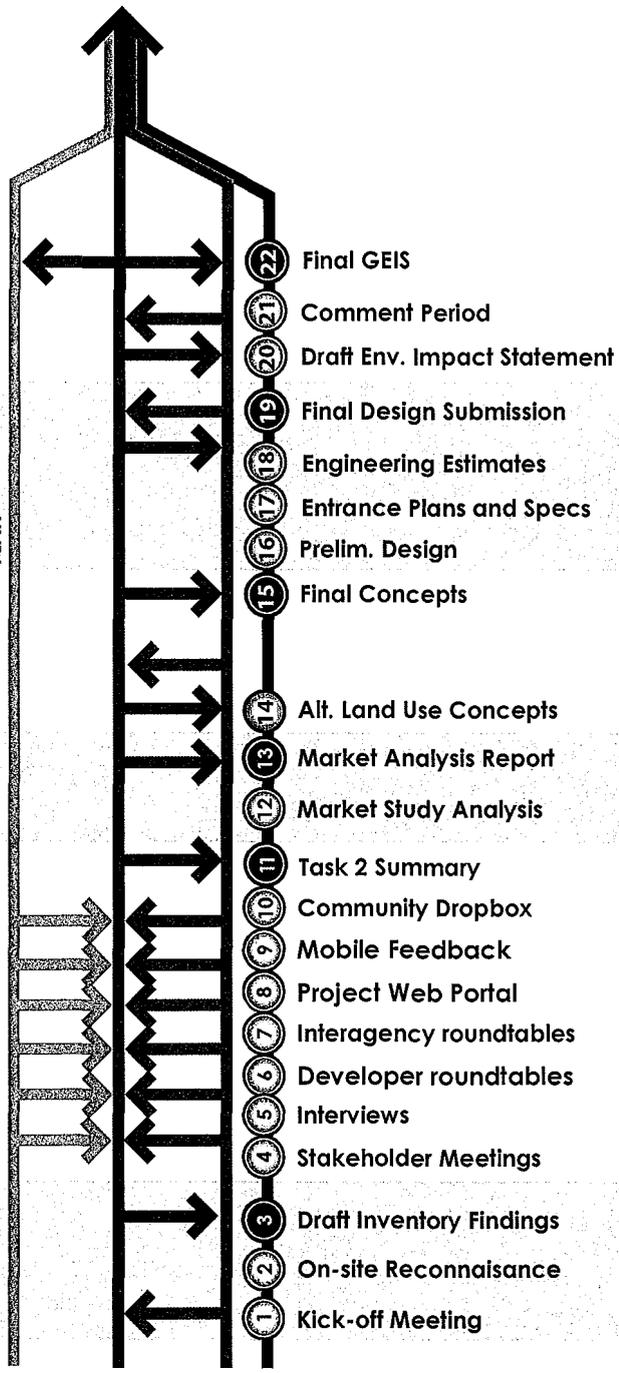
### Subtasks

- TASK 1: INVENTORY & ANALYSIS
- TASK 2: COMPREHENSIVE STAKEHOLDER ENGAGEMENT AND PUBLIC OUTREACH
- TASK 3: MARKET STUDY
- TASK 4: ALTERNATIVE LAND USE CONCEPTS
- TASK 5: TRANSPORTATION NETWORK AND CONNECTIVITY PLAN
- TASK 6: GENERIC ENVIRONMENTAL IMPACT STATEMENT

### Stakeholders & Public

C.T. Male Associates  
Landscape Architecture  
and Planning Team

### City of Rome

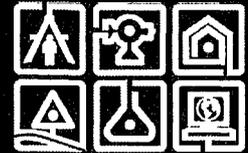




**Recent Examples of Master Plan Work  
and/or GEIS**

# Luther Forest Technology Campus

Malta, Stillwater & Halfmoon, New York



An innovative environment

Since 2001, C.T. Male has provided professional consulting services related to environmental resource characterization, impact analysis, and infrastructure planning for a proposed nanotechnology manufacturing campus on a 1,350 acre site in the Towns of Malta and Stillwater. Major areas of specialty, in addition to assisting with project management, included due diligence efforts related to wetlands, historic resources management, protected species, waste management, hydrogeology, and environmental compliance/ permitting.

During the initial project planning phases, C.T. Male researched all publicly available local planning documents in the Towns of Stillwater & Malta, and the Villages of Round Lake & Mechanicville; and made recommendations for future high technology planning efforts consistent with locally recognized visions. The "guiding principals of development" who were embodied within the firm's Draft & Final Generic Environmental Impact Statements, were included within the locally adopted Planned Development District (PDD) regulations by both the Towns of Malta and Stillwater. These regulations establish unified nanotechnology manufacturing as an allowable land use in two adjacent Towns, and provide a mechanism for shared tax benefits that provides build-out flexibility within defined development areas or "pods".

C.T. Male has completed ALTA topographic surveys and wetlands delineation mapping for both the ~1,350-acre project site and all offsite infrastructure improvements, archeologically sensitive areas, and acquired lands. This survey/resource characterization work received an ACCE platinum award for excellence in 2005-2006.

C.T. Male also assisted the SEDC with implementing a strategy for pre-permitting LFTC. A central focus of the pre-permitting was the timely acquisition of a Section 404 Permit from the Corps. In addition, C.T. Male has completed numerous Phase I & II Environmental Site Assessments for acquired property, including an existing Class IV inactive hazardous waste disposal site near the center of the 1,350-acre project site.

**CLIENT:**

LUTHER FOREST TECHNOLOGY  
CAMPUS ECONOMIC  
DEVELOPMENT CORPORATION  
28 Clinton Street  
Saratoga Springs, NY 12866

**CLIENT CONTACT:**

Mike Relyea  
(518) 587-0945

**STATUS:**

Completed

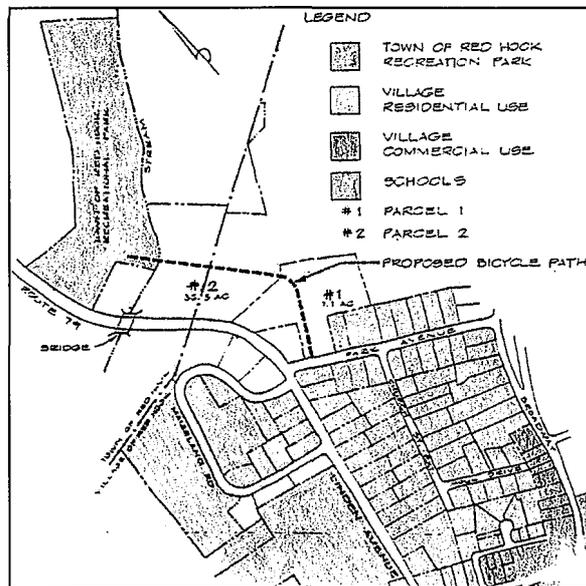
**C.T. Male Associates**

**Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.**

**50 Century Hill Drive, Latham, NY 12110    [www.ctmale.com](http://www.ctmale.com)    T:518.786.7400**

# Village of Red Hook Bicycle Path

## Red Hook, New York



### CLIENT:

Village of Red Hook  
Dutchess County, New York

### CLIENT CONTACT:

Earl A'Brial, Former Mayor  
(914) 758-1081

C.T. Male prepared the preliminary design of a bicycle path to serve the Village of Red Hook. The path connects the Village of Red Hook to the Town of Red Hook Recreational Park which contains tennis, baseball, and playground facilities, as well as trails. The park trails, in turn, connect to additional trails proposed by the Town of Red Hook, as part of the greater Hudson River Trail.

The path is designed to reroute existing pedestrian and bicycle traffic off a highway. Most of the trail was designed to cross vacant fields and wooded areas, adjacent to an apple orchard, on donated property. It is about 800 feet long and 14 feet wide. About 150 feet of the path crosses a floodplain area with wetland characteristics.

The path is designed to accommodate both bicyclists and pedestrians. Handicapped individuals are accommodated by the design.

# Harriman Campus Redevelopment Strategy

## Albany, New York



**CLIENT:**

NYS Office of General Services  
Empire State Plaza  
Corning Tower, 41<sup>st</sup> Floor  
Albany, NY 12242

**CLIENT CONTACT:**

Nita Chicatelli  
(518) 473-7345

**STATUS:**

Completed

C.T. Male assisted OGS with the preparation of SEQR documentation for the Harriman State Office Campus Redevelopment Strategy. OGS, as the lead agency, proposed the strategy to redevelop the aging 330 acre Campus for office space, research and development, technology, and limited retail.

Documentation prepared on behalf of OGS included a Long Environmental Assessment Form (EAF), scoping documents and a Draft Generic Environmental Impact Statement (DGEIS) which included the following stand alone studies: Noise Study, Visual Impact Assessment, Wetland and Other Waters of the US Delineation Report, and a Preliminary Baseline Traffic Study.

Following the public comment period for the DGEIS, C.T. Male prepared a Final Generic Impact Statement (FGEIS) based on received comments. A Statement of Findings and Decision was then prepared by C.T. Male and the attorneys for the project.

# Brownfields Redevelopment Real Estate Programming



Real Estate Advisors

The Williams Group Real Estate Advisors LLC ("TWG") was engaged as part of a team headed by Elan Planning and Design to develop a master plan for the redevelopment of the Utica Harbor Point, which was once an important harbor on the Erie Canal. The once active harbor is now only partially used by the Canal Corporation on 10% of the harbor lands.

Most importantly, the harbor is within walking distance to Downtown Utica. The objective for TWG was to analyze the economic and real estate market to develop a program for development that would be market supportable and create significant positive economic impact to the downtown.

In addition, consideration had to be given to potential new business development in the region that would require support via a downtown mixed used waterfront plan that would encourage downtown living and provide the needed housing and services for incoming high tech workers that favor a redeveloped downtown environment.

**Contact:**  
**Dave Williams**  
[d.williams@twgroup.net](mailto:d.williams@twgroup.net)  
**(413) 256-3919**

[www.twgroup.net](http://www.twgroup.net)

## Utica Harbor Point Real Estate Programming Utica, NY (2013)

Contact:

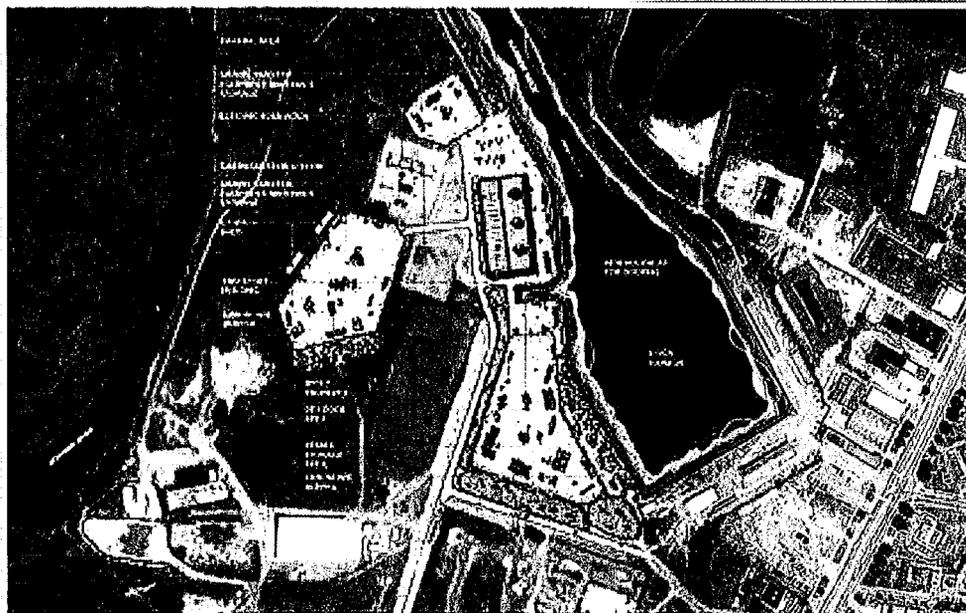
**Lisa Nagle, Partner**

**Elan Planning, Design, & Landscape Architecture**

18 Division Street, Room 304

Saratoga Springs, NY 12866

Ph: 518-306-3702 x11



# Downtown Mixed-Use Real Estate Programming

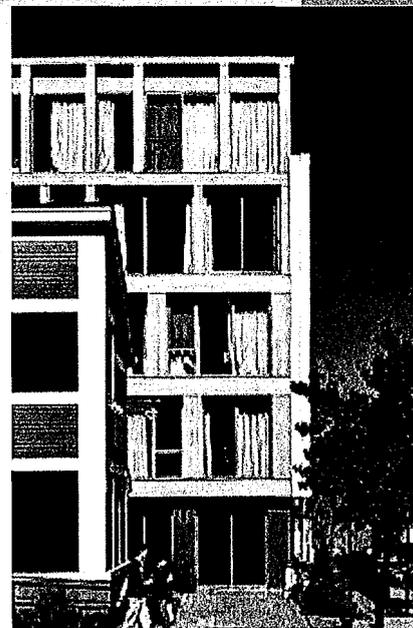
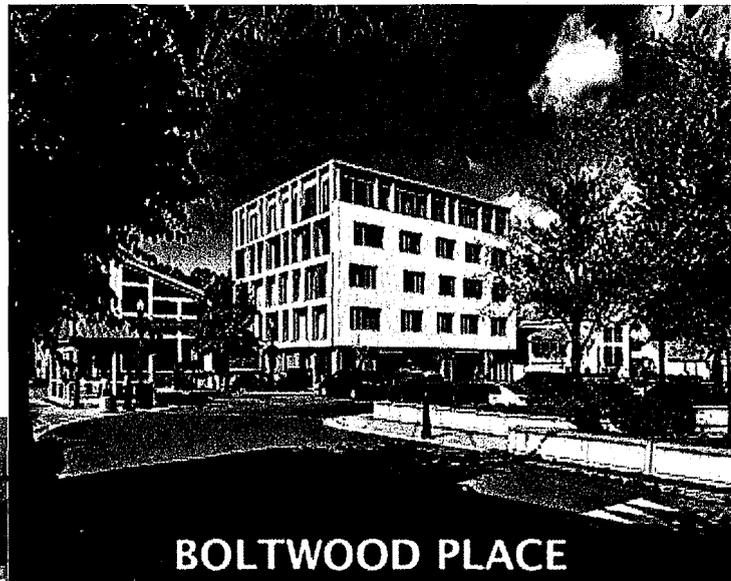


Working with Archipelago Investments and Holst Architects The Williams Group was engaged to assess the potential for additional uses to downtown Amherst, MA.

TWG was able to create a residential and retail program that brought a mixed income residential approach to downtown development and added essential retail services. In addition, through the net present value analysis, TWG was able to analyze, from a financial return perspective, which of three alternative schemes had the most financial benefit to the client

## Amherst, MA Mixed-Use Real Estate Programming (2012)

**Contact:** Kyle Wilson, Principal  
Archipelago Investments, LLC  
37 South Pleasant Street, 2<sup>nd</sup> Flr.  
Amherst, MA 01002



**Contact:**  
*Dave Williams*  
[d.williams@twgroup.net](mailto:d.williams@twgroup.net)  
(413) 256-3919

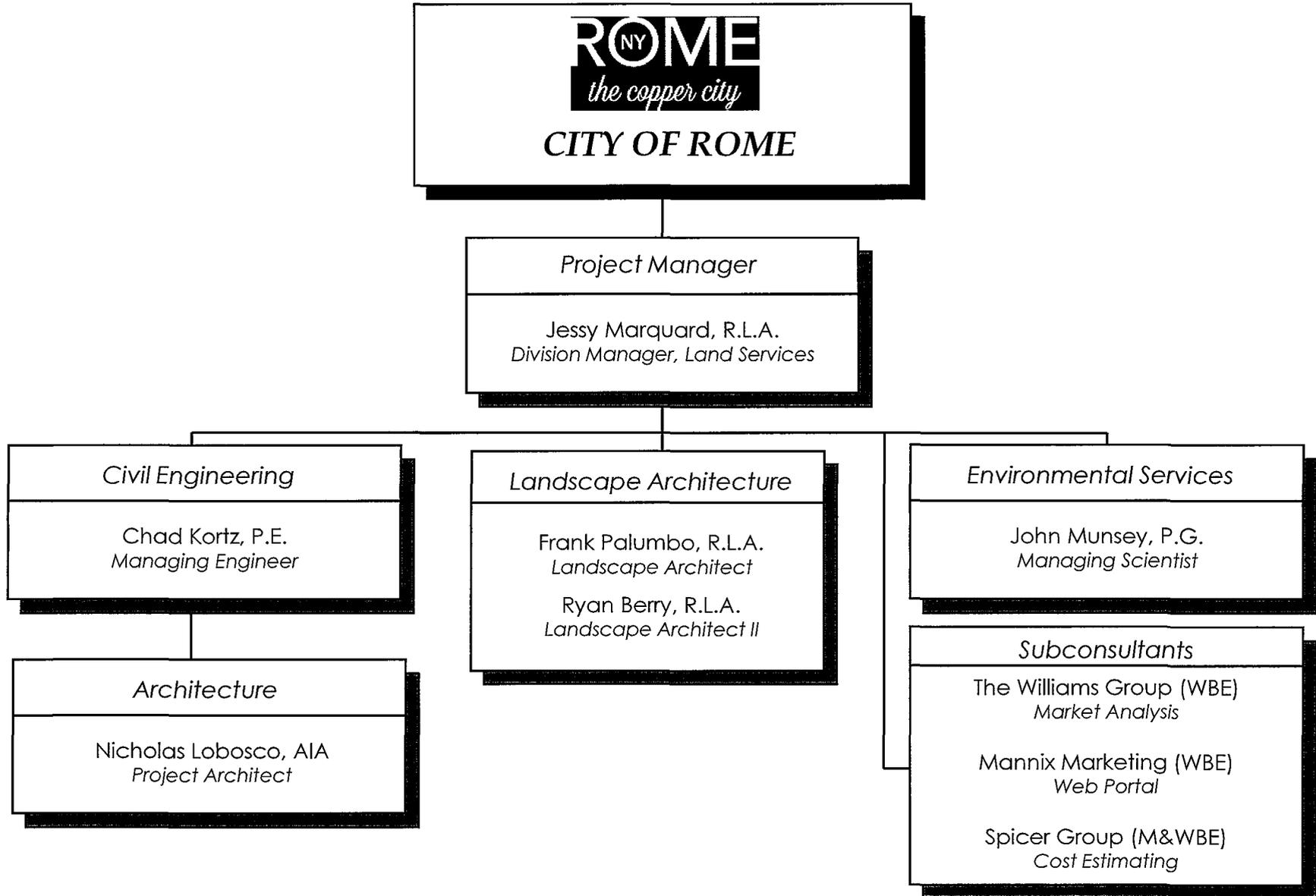
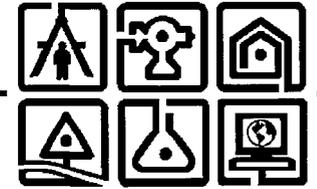
[www.twgroup.net](http://www.twgroup.net)



Project Team

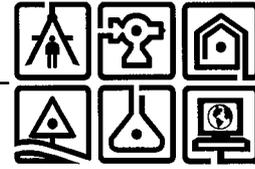
Project Team

C.T. Male Associates



## Project Team

### Key Individuals



#### C.T. MALE ASSOCIATES

**Jessy Marquard R.L.A., Division Manager, Land Services** – Ms. Marquard will be your point of contact for this project and she will be supported by other professionals which will form a team that are highly qualified to fulfill the project objectives. Jessy is an owner in the firm and has been with C.T. Male for 8 years. Her contribution to landscape architectural and planning projects includes master planning and documentation, conceptual design, graphics, workshops with communities, construction detailing, grading, and plant material selection. Her experience managing multi-disciplinary teams for projects as complex as the site/civil design for the GLOBALFOUNDRIES project in Malta, NY, demonstrates her ability to oversee large-scale projects, successfully manage teams of professionals, and to maintain schedules for permitting and construction level plan sets.

**Ryan Berry, R.L.A., Landscape Architect II** – Mr. Berry is a Landscape Architect for C.T. Male and has extensive experience working on landscape architectural projects with the New York State Department of State (DOS). Ryan's experience with DOS includes trail projects, parks, waterfront redevelopment and downtown revitalization. Some examples of this work include Catskill Creek Walkway Loop, Halfmoon Lighthouse Park and Champlain Trail Connection Spur, Mill Park on the Salmon River, and Clifton and Fine Community Center Park in Cranberry Lake.

**Frank Palumbo, R.L.A., Landscape Architect** – Mr. Palumbo is a Senior Landscape Architect for C.T. Male with over 30 years of management and design experience in Site/Civil Land Development. He has worked with various size developments in the Residential, Commercial, Office, Industrial, Recreational and Institutional disciplines. In each discipline, he is involved with design from initial conception through final construction documents. Mr. Palumbo frequently presents projects to municipal boards and at public meetings. He has experience with large Mixed Use Planned Unit Developments and Environmental Impact Statements. Examples of Mr. Palumbo's work includes campus design at SUNY Delhi, Garnsey Park Recreation Center, Partridge Run Golf Course Design in Canton NY, Ace Hardware Distribution Center, British American Office Park, and Decrescente Distribution Training Center site design. The various projects have included the broad experience necessary for balancing project goals with infrastructure and transportation network capacities.

**John Munsey, P.G., Managing Scientist** – Mr. Munsey has previous work experience writing Scoping Documents, Draft GEIS's and Final GEIS's along with Findings Statements for several similar development projects including the Luther Forest Technology Campus GEIS, the Harriman Redevelopment Strategy and Guilderland YMCA. In addition, he presently is working on a Draft GEIS for the Town of Fort Edward's Northeast Industrial Reuse Strategy.

**Chad Kortz, P.E., Managing Engineer** – Mr. Kortz has over 18 years of career experience in civil and environmental engineering; public works operations and administration; public infrastructure evaluation, investigation, and rehabilitation; and construction. As Managing Engineer he manages multi-discipline projects for the Civil Engineering Division. He supervises a staff of 4 employees consisting of civil engineers and designers. His duties include managing a branch office, staff assignments, personnel, proposal preparation and review, project management, and business development. He also prepares and reviews contract documents, and performs quality reviews of project deliverables. Mr. Kortz has been involved in many complex projects both small and large such as the Tryon Technology Park & Incubator Center in Perth, NY; CG Roxane spring water bottling plant in Johnstown, NY; GLOBALFOUNDRIES Fab 8 Campus in Malta, NY; and numerous public projects for municipalities and New York State



Agencies. He has successfully managed multi-disciplined projects from the planning and conceptual stages right through to startup and operation.

**Nicholas Lobosco, AIA, Project Architect** – Mr. Lobosco is a Licensed Architect with C.T. Male and has a wide range of work experience. Pertinent experience for this project includes development of schematic design concepts, 3d graphic and representational modeling, as well as finished renderings. His further experience with the evaluation, design development and construction document phases of mixed use developments, as well as his involvement with efficient building design, and high performance buildings gives him a well rounded background in technology and design. Nick is the youngest owner in the firm and has been with C.T. Male for 10 years. His contributions to the team as the Project Architecture will add value to the visual presentation of the work as well as the efficient and compact building designs desired for the project.

#### **WILLIAMS GROUP**

**David E. Williams, Principal** – Dave Williams has served the real estate industry for over 28 years as a development consultant in a wide variety of development projects. His engagements included preparation and evaluation of development scenarios, positioning of use mix, determining of appropriate level of investment, leasing requirements and implementation steps, solicitation of operators and key tenants, phasing strategies and highest and best use analysis.

**Susan A. Oliver, Principal** – Susan Oliver brings over seventeen years of real estate experience towards client service including financial feasibility studies, market studies, valuation and appraisal work with a "Big Four" accounting firm prior to founding The Williams Group. She has used her professional experience in financial feasibility analysis, in architecture and construction to provide technical expertise in a variety of pre-development and development services. Ms. Oliver brings to clients a unique combination of financial, planning and project management skills rarely seen in the real estate industry.

#### **MANNIX MARKETING, INC.**

**Allyson Bozeth, Project Manager** - Allyson brings a wealth of project management experience to the table, joining the team at Mannix Marketing, Inc. after 6 years as a Project Manager at Cengage Learning. Her organizational skills, ability to work with different personalities, and unique ability to communicate clearly across departments helps ensure deadlines are being met and every little detail is being conveyed. Allyson holds a Master's Degree in Teaching from Columbia University, as well as a Bachelor's Degree in English Education from Syracuse University.

**Jamie Clechenko, Web Developer and Department Manager** - Specializing in WordPress development, Jamie has worked on range of projects in his 7+ years at Mannix Marketing, including the development of new websites for clients in the banking, economic development, hospitality, tourism and attraction, and other industries. Jamie earned his Bachelor's Degree in Fine/Studio Arts from SUNY Plattsburgh.

**Kevin Hanselman, Web Developer** - Kevin specializes in back-end and front-end technologies, creating user-friendly WordPress-powered websites for clients across industries. Prior to joining the team at Mannix Marketing, Kevin was the Director of Web Strategies at The Sage Colleges. Kevin graduated from SUNY Plattsburgh with a Bachelor's Degree in Graphic Design, and minored in Business and Computer Science.



**Brendan LaRock, Web Designer** - Brendan's versatile design skills allow him to design for businesses across an array of industries. Leveraging his in-depth understanding of user-experience, a keen eye for design, and understanding of how to effectively blend content with creative, Brendan designs user-friendly websites that help businesses tell their story and improve conversions. Brendan holds an Associate's Degree in Graphic Design from The Sage College of Albany.

**Jeremy Abel, Inbound Marketing Strategist** - To say that Jeremy is an evangelist for inbound marketing would be an understatement. Certified in Inbound Marketing since 2011, his extensive knowledge of inbound marketing and online consumer behavior, coupled with a naturally curious mindset, helps companies uncover innovative ways to reach their audience online. Jeremy holds a Bachelor's Degree in Marketing and Management from Siena College.

**Sara Mannix, Founder & Chief Executive Officer** - Sara Mannix is the CEO of Mannix Marketing, Inc., a Digital Marketing Agency headquartered in Glens Falls, NY. She founded Mannix Marketing in 1996 with a goal to get clients "found" on the web through organic Search Engine Optimization (SEO). The company now serves over 1500 clients worldwide and employs a team of over 30 specialists, still operating under the tagline "We Get You Found On The Web." This multifaceted company is an industry leader, specializing in digital marketing. Sara Mannix graduated summa cum laude from SUNY Albany with Bachelor of Arts degree and has over 20 years of digital marketing and web development experience.

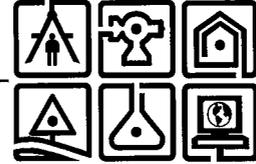
#### **SPICER GROUP**

**James Darois, VP of Business Development and Estimating** - James manages contracts, change orders, purchase orders and manages the delivery of capital projects and associated work in accordance with the executed contract documents. He ensures that sub-contractors fulfill all work and responsibilities, duties and outcomes in accordance with documented requirements, contracts created, and statutory requirements. James has an extensive background in architecture as well as working experience in estimating and project management. His experience spans over 3.8 billion dollars in commercial & residential projects over 20 years.

**Bruce Weikleenget, Senior Estimator** - Bruce has over 25 years in construction management, field administration and cost engineering. His experience and leadership has enabled him to develop a cutting edge estimating department utilizing online bidding communication, web-based construction management and conceptual estimating software including a Timberline database of construction assemblies to streamline both conceptual and hard bid estimating.

## Project Team

### Firm Profiles



#### **C.T. MALE ASSOCIATES**

C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (C.T. Male) is a full service Architecture & Engineering Firm that was founded in 1910. C.T. Male is Headquartered in Latham, New York, with additional offices in Johnstown, NY, Glens Falls, NY, New Paltz, NY, Red Hook, NY and Syracuse, NY. C.T. Male is a Professional Corporation licensed to practice engineering and surveying in New York State. Our professional staff combines a wide range of academic knowledge and project experience to allow our firm the capability to offer comprehensive interdisciplinary services. This project will be led by staff in our Land Services Division.

Development of land requires the expertise of key experienced design professionals familiar with developing a vision and making it come to life. It takes a team that understands the end uses of a project and the integral parts that are necessary to make it a success. C.T. Male has the skills and experience required in negotiating through the many municipally driven review processes as well as assisting clients to navigate through the New York State's Environmental Quality Review Act (SEQRA) review for successful resolution.

*"The work product we receive from CT Male is not only quality but is always done timely. Over the years, SEDC has worked with CT Male and together we have delivered great projects for our communities. Their insight and ability to quickly assess what is needed is superb. CT Male gets it and delivers!"* **Dennis A. Brobston, President, Saratoga Economic Development Corporation**

*"I have a saying that I like to tell people, "The best way to be a winner is to hang out with winner!" C.T. Male is not only a winner, you guys are Number 1. Thanks for many years of an enjoyable relationship."* **Jon A. Kelley, CCIM, Associate Broker, Coldell Banker Commercial**

#### **WILLIAMS GROUP**

The Williams Group Real Estate Advisors, LLC offer strategic real estate development advice backed by objective research and analysis. They assess market conditions, define and evaluate development concept project sizing and programming, analyze the financial feasibility, and assist clients in structuring realistic project implementation strategies.

#### **MANNIX MARKETING, INC.**

Mannix Marketing, Inc., is a Digital Marketing Agency headquartered in Glens Falls, NY. Mannix Marketing was founded in 1996 with a goal to get clients "found" on the web through organic Search Engine Optimization (SEO). The company now serves over 1500 clients worldwide and employs a team of over 30 specialists, still operating under the tagline "We Get You Found On The Web." This multifaceted company is an industry leader, specializing in digital marketing

#### **SPICER GROUP**

Spicer Group is a full-service general contractor and construction management company. Co-founded in 1999, the company was built on the foundation of quality, trust, services and hard work. Spicer Group provides independent cost estimating services. Their approach is to provide highly accurate, detailed information necessary to maximize the value to the client's investment.

RESOLUTION NO. 240

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING FOR PROFESSIONAL PLANNING AND DESIGN SERVICES RELATING TO THE WEST DOMINICK STREET COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (\$23,500.00)

By \_\_\_\_\_;

WHEREAS, Commissioner of the Department of Public Works, Frederick Schmidt, has recommended that the City of Rome, New York, enter into an agreement with Plumley Engineering for professional planning and design services related to the West Dominick Street Community Development Block Grant Project located along West Dominick Street, in the City of Rome, New York, at a total amount not to exceed \$23,500.00; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Plumley Engineering for professional planning and design services related to the West Dominick Street Community Development Block Grant Project located along West Dominick Street, in the City of Rome, New York, at a total amount not to exceed \$23,500.00, pursuant to the attached Proposal which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:

# PLUMLEY

## ENGINEERING

Civil and Environmental Engineering

October 28, 2016

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

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

RE: Proposal for Professional Engineering Services  
West Dominick Street CDBG Project  
City of Rome, Oneida County, New York  
Project No. 2016.OP/111

Dear Mr. Andrews:

We are pleased to provide you with our proposal for professional planning and design services related to the West Dominick Street Community Development Block Grant (CDBG) project, located along West Dominick Street in the City of Rome. The anticipated services are based on our August 22, 2016 meeting with you, the Conceptual Plans you provided and our past work on similar projects.

This project involves the installation of new sidewalks, meeting Americans with Disabilities Act (ADA) standards, tree plantings, and other street side improvements along West Dominick Street, between North Madison and Kassuth Streets approximately 1,550 feet.

### SCOPE OF WORK

The following tasks are included within our scope of work.

---

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

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

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

Mr. Matthew Andrews  
October 28, 2016  
Page 2

### **Survey and Mapping**

We will contract with a Licensed Land Surveyor to map site features, property lines and topographic data, and provide a stamped survey map of the project area.

### **Preliminary Site Plan**

We will prepare a *Preliminary Site Plan* for review by the City using the survey and the Conceptual Plans you provided. The *Preliminary Site Plan* will include the existing conditions, as well as the proposed improvements, landscaping/plantings, sidewalks and other site amenities.

The preliminary site plan will be provided to the City for review and comment. We anticipate attending two meetings with the City and its representatives as part of this task. Attendance at additional meetings will be billed at our standard hourly rates.

### **Final Site Plan, Design and Construction Drawings**

Following approval by the City, the *Preliminary Site Plan*, along with any necessary details or specifications, will be incorporated into a *Final Site Plan, Construction Drawings and Specifications*.

The *Construction Drawings* will include plans and details for the site improvements depicted on the *Preliminary Site Plan*, including handicapped ramps designed in accordance with ADA standards, preparation of a grading plan, and details for tree planting and sidewalk construction.

As the project will not result in the disturbance of more than one acre, a State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity will not be required from the New York State Department of Environmental Conservation (DEC). An Erosion and Sediment Control plan for the proposed improvements will be prepared and provided.

### **Bidding Documents**

We will work with the City to prepare a bid package and provide electronic copies of our work (plans and specifications) to the City, including the required forms and documents, as per City of Rome guidelines for public bidding and contracting. We will be available to support the City and prospective bidders throughout the bidding process. Once bids are received, we will review all bids and submit a Letter of Recommendation of Award to the City.

### **Services During Construction**

We will provide the following services during construction. As indicated, general construction inspection services will be provided by the City of Rome.

- Attendance at progress meetings - anticipated meetings include a preconstruction meeting and up to three progress meetings during construction.
- Review of shop drawings and submittals, as necessary.
- Design and contract interpretations, responses to requests for information, and review of contractor change orders, as necessary.
- Preparation of updated construction drawings for minor field changes and/or changes requested by the City during construction.

Our services during construction anticipate the work will be completed within a four month period. If construction extends beyond four months and additional services are required, the work will be billed at our standard rates.

### **COST ESTIMATE**

The scope of work, as presented above, can be completed for a total estimated cost of \$23,500. This estimated cost is broken down as follows:

<b>Survey and Mapping.....</b>	<b>\$ 4,000</b>
<b>Preliminary Site Plan.....</b>	<b>\$ 4,400</b>
<b>Final Site Plan, Design and Construction Drawings .....</b>	<b>\$ 5,250</b>
<b>Bidding Documents.....</b>	<b>\$ 3,250</b>
<b>Services During Construction.....</b>	<b>\$ 6,600</b>
<b>TOTAL ESTIMATED PROJECT COST .....</b>	<b>\$23,500</b>

**EXCLUSIONS**

The following items are not included in our scope of work. A cost for completion of these items can be provided, if requested.

- Assistance with any City approvals/State Environmental Quality Review (SEQR) Process.
- State Historical Preservation Office (SHPO) submittals and paperwork.
- As-Built Drawings.
- Utility Redesign/Relocation.

**TERMS**

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

Mr. Matthew Andrews  
October 28, 2016  
Page 5

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

If this proposal is acceptable to you, we will provide a formal agreement for signature, and the proposal and *Standard Terms and Conditions* will become part of said agreement.

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

Sincerely,

PLUMLEY ENGINEERING, P.C.



Julian F. Clark, P.E.

JFC/MGT/cas  
Attachment

# PLUMLEY

## ENGINEERING

### STANDARD TERMS AND CONDITIONS

Effective September 1, 2015

1. LABOR BILLING RATES

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

2. EQUIPMENT/MISCELLANEOUS CHARGES

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

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

## STANDARD TERMS AND CONDITIONS

Page 2

### 3. SUBCONTRACTORS AND SUBCONSULTANTS

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

### 4. TRAVEL

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

### 5. EXPENSES

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

### 6. TERMS

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

### 7. STANDARD OF CARE

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

### 8. COMPENSATION

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

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

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

9. INDEMNIFICATION

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

10. AGREED REMEDY

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

11. FORCE MAJEURE

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

12. DISPUTE RESOLUTION

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

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

13. TERMINATION OF CONTRACT

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

14. HAZARDOUS ENVIRONMENTAL CONDITIONS

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

15. SUBSURFACE EXPLORATIONS AND UTILITY CLEARANCE

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

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

16. OWNERSHIP OF DOCUMENTS

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

17. CONSTRUCTION PHASE SERVICES

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

18. OPINION OF PROBABLE COSTS

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

19. INFORMATION RELIANCE

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

20. CERTIFICATIONS

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

21. THIRD PARTIES

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

22. CONSEQUENTIAL DAMAGES

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

23. GOVERNING LAW

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

RESOLUTION NO. 241

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH TWOMEY CONSTRUCTION FOR THE  
COMPLETE REMOVAL AND REPLACEMENT OF  
THE MADISON STREET GARAGE ROOF (\$26,465.00)

By \_\_\_\_\_;

WHEREAS, Director of the Department of Parks and Recreation for the City of Rome, New York, James Korpela, has recommended that the City of Rome, New York, enter into an agreement with Twomey Construction for the complete removal and replacement of the Madison Street Garage roof located at 2030 N. Madison Street, at a total amount not to exceed \$26,465.00; 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 Twomey Construction for the complete removal and replacement of the Madison Street Garage roof located at 2030 N. Madison Street, at a total amount not to exceed \$26,465.00, pursuant to the attached Estimate, which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:

TWOMEY CONSTRUCTION 732-2232  
 10531 DOYLE RD.  
 UTICA, N.Y. 13502

**Estimate**

Date	Estimate #
10/25/2016	2141

Address

CITY OF ROME  
 WASHINGTON ST  
 ROME, NY 13440 USA

Date	Activity	Quantity	Rate	Amount
10/25/2016	MADISON ST GARAGE			
10/25/2016	STRIP 2 LAYERS ON ROOFS TO DECK, INSTALL CERTAINTeed LIFETIME ARCHITECTURAL SHINGLES, SYNTHETIC FELT, PAINTED STEEL DRIP EDGE, PIPE FLANGES, ICE AND WATER BARRIER ON EVES. RIDGE VENT AND HIP SHINGLES. DISPOSE OF ALL MATERIAL FROM ROOF	1	26,465.00	26,465.00
10/25/2016	50 YEAR SURE START WARRANTY	1	0.00	0.00
			<b>Total</b>	<b>\$26,465.00</b>

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Accepted By

Accepted Date

RESOLUTION NO. 242

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH TWOMEY CONSTRUCTION  
FOR THE COMPLETE REMOVAL AND REPLACEMENT OF THE STEVEN'S  
FIELD POOL HOUSE (\$5,945.00)

By \_\_\_\_\_;

WHEREAS, Director of the Department of Parks and Recreation for the City of Rome, New York, James Korpela, has recommended that the City of Rome, New York, enter into an agreement with Twomey Construction for the complete removal and replacement of the Steven's Field Pool House roof located at 740 W. Court Street, at a total amount not to exceed \$5,945.00; 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 Twomey Construction for the complete removal and replacement of the Steven's Field Pool House roof located at 740 W. Court Street, at a total amount not to exceed \$5,945.00, pursuant to the attached Estimate which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:

TWOMEY CONSTRUCTION  
 10531 DOYLE RD.  
 UTICA, N.Y. 13502

732-2232

**Estimate**

Date	Estimate #
10/25/2016	2207

Address  
 CITY OF ROME  
 WASHINGTON ST  
 ROME, NY 13440 USA

Date	Activity	Quantity	Rate	Amount
10/25/2016	<p>STEVENS FIELD POOL HOUSE ROOF</p> <p>STRIP ROOFS TO DECK, INSTALL CERTAINTED LIFETIME ARCHITECTURAL SHINGLES, SYNTHETIC FELT, PAINTED STEEL DRIP EDGE, PIPE FLANGES, ICE AND WATER BARRIER ON EVES AND IN VALLEYS. RIDGE VENT AND HIP SHINGLES. DISPOSE OF ALL MATERIAL FROM ROOF</p>	1	5,945.00	5,945.00
THANK YOU FOR THE OPPORTUNITY TO QUOTE			<b>Total</b>	<b>\$5,945.00</b>

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

RESOLUTION NO. 243

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH SYSTEMS  
DEVELOPMENT GROUP, INC. (\$5,650.00)

By \_\_\_\_\_;

WHEREAS, City Assessor for the City of Rome, New York, Joseph Surace, has recommended that the City of Rome, New York, enter into an agreement with Systems Development Group, Inc. for: Image Mate Online with Parcel History software support fee; Apex Medina Sketching software maintenance; and Image Mate Professional software support, at a total amount not to exceed \$5,650.00; 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 Systems Development Group, Inc. for: Image Mate Online with Parcel History software support fee; Apex Medina Sketching software maintenance; and Image Mate Professional software support, at a total amount not to exceed \$5,650.00, pursuant to the attached Invoice which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:

Systems Development Group, Inc.

441 Trenton Avenue  
 Utica, NY 13502

# Invoice

Date	Invoice #
1/1/2017	12741

Bill To
ROME CITY HALL DONNA PIEKARSKI 198 N. WASHINGTON ST. ROME, NY 13440

Ship To
CITY OF ROME MS. KRISTINA MOSCA ASSESSMENT OFFICE 198 N. WASHINGTON ST. ROME, NY 13440

P.O. No.	Terms	Due Date	Renewal Date	Tax ID #
VERBAL	DUE ON RECEIPT	1/1/2017	12/31/2009	

Description	Qty	Rate	Amount
IMAGE MATE ONLINE WITH PARCEL HISTORY SOFTWARE SUPPORT FEE	1	4,200.00	4,200.00
APEX SKETCHING SOFTWARE MAINTENANCE (2 SEATS)	1	490.00	490.00
IMAGE MATE PROFESSIONAL ANNUAL SOFTWARE SUPPORT PLAN (5 SEATS)	1	960.00	960.00
EFFECTIVE FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017			

A MINIMUM CHARGE OF 1 HOUR WILL BE INVOICED FOR SERVICE & LABOR

<b>Subtotal</b>	\$5,650.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$5,650.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,650.00

Telephone #	Fax #	E-mail	sdgnys.com
3157981328		kneilson@sdgnys.com	www.sdgnys.com

RESOLUTION NO. 244

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO  
AN AGREEMENT WITH CME ASSOCIATES, INC. (\$5,000.00)

By \_\_\_\_\_;

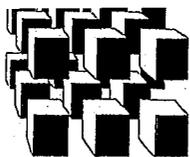
WHEREAS, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, Edward R. Seelig, has recommended that the City of Rome, New York, enter into an agreement with CME Associates, Inc. for materials testing related to the Rome Navigation center Phase II, at a total amount not to exceed \$5,000.00; 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 CME Associates, Inc. for materials testing related to the Rome Navigation center Phase II, at a total amount not to exceed \$5,000.00, pursuant to the attached Proposal which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:



October 26, 2016

City of Rome (Client)  
Rome City Hall, 2<sup>nd</sup> Floor  
198 N. Washington Street  
Rome, New York 13440  
Phone: 315.339.7661

Attn: Ms. Louise Glasso, City Clerk

Re: Construction Materials Testing and Special Inspection Services  
RFB-2016-008 Rome Navigation Center Phase II  
Rome, New York  
**CME Proposal/Agreement No.: 02.4711**  
Page 1 of 2

Dear Ms. Glasso:

CME Associates, Inc. (CME), a New York State Certified Woman Owned Business Enterprise, is pleased to provide the City of Rome with this Proposal for on-call-as-scheduled Construction Materials Testing and Special Inspection Services. CME's relationship with the City of Rome is expected to be in conformance with the attached "Standard Terms & Conditions for Technical Services Agreement." Please carefully review these terms to establish your understanding of these services, your responsibilities and the general conditions of our Agreement. These services will be provided from CME's AMRL<sup>1</sup> Accredited East Syracuse Facility under the responsible charge of Christopher R. Paolini, P.E. a New York Licensed Professional Engineer and CME's Supervisor of Special Inspections, as required by the 2010 Building Code of New York

**Construction Materials Testing and Special Inspection Services Unit Fees**

<u>Soils Testing</u>	<u>Unit Fee</u>
Soil Testing Technician (Troxler Certified) (0 to 4 hours).....	\$ 100.00/half-day
Soil Testing Technician (Troxler Certified) (4 to 8 hours).....	200.00/day
Sieve Analysis with #200 Wash .....	55.00/test
Modified Proctor test .....	93.50/test
Nuclear Density Gauge.....	20.90/visit
 <u>Cast-In-Place Concrete Technician</u>	
Concrete (ACI Grade 1) Field Testing Technician .....	103.40/half-day
Concrete (ACI Grade 1) Field Testing Technician.....	206.00/day
Laboratory Test of 6 x 12 Cylinder Compression .....	7.65/cylinder

<sup>1</sup> AMRL – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AMRL is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. CME East Syracuse accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. [www.amrl.net](http://www.amrl.net)

**A New York State Certified Woman-Owned Business Enterprise (WBE)**



**Construction Materials Testing and Special Inspection Services Unit Fees (continued)**

<u>Expense, Other Services, Expendables and Miscellaneous</u>	<u>Unit Fee</u>
Geotechnical Specialist, CWI or ICC Special Inspector .....	\$ 55.00/hour
Professional Engineer, SCWI and Project Manager .....	93.50/hour
Vehicle Travel Allowance .....	0.69/mile
Specimen Pick-Up Service .....	30.80/hour
Administrative and Reporting Fee .....	10% of Total Invoice

**Special Conditions**

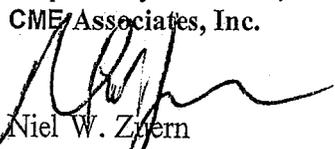
The above rates include electronic reporting (e-reporting) through **CME's** Online Reporting System. Additional transmitting will be the responsibility of the **City of Rome**. If e-reports are requested to be additionally uploaded to specific Client systems, an initial one-time set-up fee of \$75 is required and each report uploaded to specific Client systems is subject to a \$3/report charge. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum service charge is one-half day, and if service time transcends the noon hour, it will be considered a full day. The **City of Rome**, or its representative, must schedule for on-site testing services no later than 4:00 p.m. one business day before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements. All services are portal-to-portal **CME** office. Travel, trip charges, vehicle mileage and sample pick-up services are subject to a fuel surcharge.

Please note that our standard turn-around time for most laboratory tests is about 5 business days. If the **City of Rome** requires expedited turn-around time for any laboratory test an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 1.75; 1 day-unit fee x 2. Please schedule sample pick-up services accordingly.

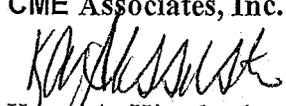
**Agreement Acceptance and Execution**

If the **City of Rome** desires to engage **CME** for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution hereof, **CME** and the **City of Rome** warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and the **City of Rome**. **CME** looks forward to logging in this project once all required forms are completed and returned to our office.

Respectfully Submitted,  
**CME Associates, Inc.**

  
 Niel W. Zbern  
 Branch Manager

**CME Associates, Inc.**

  
 Karen A. Kisselstein  
 Technical Services Assistant  
 NZ.kak

**City of Rome (client)**

\_\_\_\_\_  
 Client Signature Designates Agreement

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 Date Signed (Agreement Date)

Attachment: *Standard Terms & Conditions for Technical Services Agreement (3 pages)*

**STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT**

Page 1 of 3

**1.0 SERVICES**

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

**2.0 CLIENT RESPONSIBILITIES**

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

**3.0 GENERAL CONDITIONS**

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

**Client: City of Rome**  
**CME Proposal/Agreement No.: 02.4711**



**STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT**

Page 2 of 3

3.2 **INSURANCE-CME** shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.3 **LIMITATION OF LIABILITY-CME** and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.4 **INDEMNITY-Client** shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.5 **PAYMENT-Client** will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for liening or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.6 **CONSTRUCTION PHASE-CME** may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

3.6.1 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

3.6.2 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner, Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

**Client: City of Rome**  
**CME Proposal/Agreement No.: 02.4711**



**STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT**

Page 3 of 3

**3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

**3.8 SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

**3.9 SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

**3.10 ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

**3.11 LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

**3.12 SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

**3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

**3.14 TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

**3.15 DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

**3.16 FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**3.17 CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

**3.18 ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

**Client: City of Rome**  
**CME Proposal/Agreement No.: 02.4711**



RESOLUTION NO. 245

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT  
WITH BUSINESS AUTOMATION SERVICES, INC., (BAS) FOR  
SOFTWARE SUPPORT AND MAINTENANCE FEES FOR THE  
CITY CLERK AND VITAL STATISTICS DEPARTMENT

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

WHEREAS, Louise S. Glasso, Rome City Clerk, has recommended that the City of Rome, New York, retain the professional services of Business Automation Services, Inc. (BAS), of Clifton Park, New York, for continued telephone support and software updates for the BAS software purchased by the City in 2001 for the City Clerk's and Vital Statistics Department; 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 professional services agreement with Business Automation Services, Inc., (BAS), of Clifton Park, New York, for continued telephone support and software updates for the BAS software purchased by the City in 2001 for the City Clerk's and Vital Statistics Department, pursuant to their attached proposal, which by this reference is made a part of this Resolution, at a cost not to exceed Two Thousand Forty and 00/100 Dollars (\$2,040.00) for the year 2017.

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

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

ADOPTED: DEFEATED:



**Business Automation Services, Inc**

661 Plank Road  
Clifton Park, NY 12065

**" FOR 2017 BUDGET  
INFORMATION ONLY"**

Name / Address
City of Rome Accounts Payable 198 N Washington St. Suite B-3 Rome, NY 13440

BUDGET #
BDG5820

Date
5/25/2016

Description	Class	Total
The BAS Clerk Licensing System: Annual Software Support/Maintenance Fee	Software	1,610.00
Vital Records: Annual Software Support/ Maintenance Fee	Software	430.00

<b>" THIS IS NOT AN INVOICE "</b>	<b>Total</b>	<b>\$2,040.00</b>
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RESOLUTION NO. 246

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH MCCI—JUST FOIA

By \_\_\_\_\_;

WHEREAS, The Freedom of Information Law (FOIL) was enacted by the State of New York to provide citizens with access to various documents produced by municipalities; and

WHEREAS, openness is essential for strong democracy, and with the number of FOIL requests on the rise an open management system would ensure compliance with law, reduce staff time and maintain process consistency; and

WHEREAS, Louise Glasso, City Clerk for the City of Rome, has recommended that the City of Rome, New York, retain the services of Just FOIA, by MCCI, and/or any subsidiaries, affiliates and related entities controlled or owned by MCCI, for an open management system to assist in the management of Freedom of Information Law (FOIL) requests; 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 for the year 2017, with Just FOIA, by MCCI, at an annual subscription amount not to exceed \$3,420.00, for a Freedom of Information Law (FOIL) open management system, pursuant to the attached Subscription Renewal which is made part of this Resolution.

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

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

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



# JustFOIA Subscription Renewal

PO Box 2235  
Tallahassee, FL 32316  
850.701.0725  
850.564.7496 fax

Complete and return to:  
[finance@mccinnovations.com](mailto:finance@mccinnovations.com)

Client Name: Rome, NY

Renewal Dates: 10/23/2016 - 10/22/2017

**Product Description:**

**JUSTFOIA ANNUAL SUBSCRIPTION**

	<b>Qty.</b>	<b>Cost</b>	<b>Total</b>
<input checked="" type="checkbox"/> Just FOIA Standard Edition Tier 2 (10k to 30K) Existing Client	1	\$3,420.00	\$3,420.00
<b>Integration Tools Total</b>			<b>\$3,420.00</b>

**Total Project Cost**

**\$3,420.00**

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

RESOLUTION NO. 247

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO  
A PROFESSIONAL SERVICES AGREEMENT WITH CONFIDATA, A DIVISION  
OF EMPIRE RECYCLING CORPORATION, FOR OFF-SITE DOCUMENT  
DESTRUCTION

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

WHEREAS, Louise S. Glasso, Rome City Clerk, has recommended that the City of Rome, New York retain the professional services of Confidata, A Division of Empire Recycling Corporation of Utica, New York, for off-site document destruction of City of Rome records that have been marked as obsolete according to State and Federal Record Retention requirements; 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 professional services agreement with Confidata, A Division of Empire Recycling Corporation, of Utica, New York, for off-site document destruction of City of Rome records that have been marked as obsolete according to State and Federal Record Retention requirements, pursuant to the attached proposal dated May 26, 2016, which by this reference is made a part of this Resolution, at a cost not to exceed One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00), based on a shredding fee of \$.12 per pound, \$40.00 pick-up fee and labor, for the year 2017.

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

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

ADOPTED: DEFEATED:

# CONFIDATA

A Division of  
Empire Recycling Corporation

May 26, 2016

Donna  
City of Rome  
Records Retention Department  
Rome, NY 13440

Dear Donna:

Confidata follows HIPAA and FACTA guidelines which assures total confidentiality of all of your sensitive documents. Thank you for your continuing to provide Confidata the opportunity to submit the following proposal for **January 1, 2017 through December 31, 2017**:

Confidential

On-Site Mobile Shredding (document destruction)

96 gallon totes	\$ 40.00/toter
Labor (if needed)	\$ 45.00/hr/man

Off-Site Shredding (document destruction)

Pick-up fee	\$ 40.00 per pick-up
Shredding fee	\$ 0.12 per pound
Labor (if needed)	\$ 45.00/hr/man

When a business or individual decides to have their sensitive documents destroyed using **Confidata's** state-of-the-art mobile shred truck, they not only have the confidence that their material is being destroyed once, but twice. Once the material is shredded with our mobile truck, it is brought back to our Utica, NY facility and then the material goes directly into a baler where it is made into 1,500 pound bales. Once there is enough to ship, the material gets sent to paper or pulp mills where it is recycled into de-inked pulp or new paper product. **Confidata** prides itself on being the only shredding company in the area that has that capability. You and your business can feel confident and secure with **Confidata**.

**Empire Recycling Corporation** is our parent company and can be considered your one-stop shop for all your recycling needs. Please visit our web site to learn more about our company; [www.confidata.com](http://www.confidata.com). We look forward to serving your recycling needs. If you may need any further information, please feel free to call me at (315) 797-4733 or (315)-527-2930. Thank you for your time and consideration.

Sincerely,

*Thomas Bush*

Thomas Bush  
General Manager



RESOLUTION NO. 248

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH CDM SMITH  
(\$34,926.00)

By \_\_\_\_\_;

WHEREAS, Commissioner of the Department of Public Works, for the City of Rome, New York, Frederick Schmidt, has recommended that the City of Rome, New York, enter into an agreement with CDM Smith for services relating to the Water Pollution Control Facility Evaluation of Solids Upgrades, at a total amount not to exceed \$34,926.00 (Task 1: Structural Evaluations fee of \$20,188.00 and Task 2: Quality Additional Solids Handling Upgrades fee of \$14,738.00); now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with CDM Smith for services relating to the Water Pollution Control Facility Evaluation of Solids Upgrades, at a total amount not to exceed \$34,926.00 (Option 1: Structural Evaluations fee of \$20,188.00 and Option 2: Quality Additional Solids Handling Upgrades fee of \$14,738.00), pursuant to the attached Scope of Work which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:

While CDM Smith understands the secondary digester concrete is from the 1940's and the spiral guided gas holder is from the 1970's, we have not included an evaluation of the secondary digester components in this scope of work due to limited funding under the grant. However, the City can assume a similar evaluation level of effort to the primary digester evaluation for future planning purposes.

## **Proposed Scope of Work**

### ***Task 1 – Primary Digester Structural Evaluations***

We have developed scope and pricing for various structural investigation methods to help evaluate the integrity of the primary digester cover and primary digester concrete tank. The types of testing available for use will depend on if the digester is taken out of service and cleaned or if it needs to remain in service during the testing period. The best data and therefore recommendations on whether to repair or replace the cover can only be made if the digester is out of service and cleaned. However, the digester has not been cleaned in many years and may be a significant undertaking for the City. Given the desire to keep the project moving, we have also provided an option to evaluate the concrete tank without having to clean the digester and a limited video inspection of the cover. In this case, we will likely assume that the cover needs to be replaced since we cannot complete a proper evaluation.

#### **Option 1 – Structural Evaluations while Digester is in Service**

- Collect three concrete cores from exterior of tank at approximately the operating water level and about 8 inches into the thickness of the 12-inch thick tank. Patch the holes in the concrete at completion of the concrete core testing.
- Conduct petrographic tests on one core sample to assess the chemical composition of the concrete.
- Conduct compressive strength test on two core samples.
- Develop a concrete assessment report for the primary digester tank. The report will include a description of the structure, a summary of findings based on the compressive and petrographic test results, and conclusions based on the testing results.
- Assess the tank cover system using a video camera lowered into the tank at each access hatch. The visual assessment will be limited to the analysis of the video data to be collected at each hatch.
- Develop a tank cover system assessment report including a description of the structure, a summary of findings and recommendations for repair if the limited video inspection shows the cover is in good condition.



thorough structural evaluation can be performed while the tank is cleaned. If the tank is not cleaned, we will assume the cover should be replaced with bid alternates for repairs after the cover has been removed and inspected, and provide a summary of that information in our comparison of optional tasks the City could add to the base project.

We will prepare a summary table showing the budgetary costs for the optional upgrades identified above, for the City to consider adding to the base project. We have assumed attendance at one meeting with the City to present and discuss optional items to add to the project. Decisions made by the City on which optional upgrades to include in the ultimate project will be documented in the meeting minutes.

### **City Responsibilities and Assumptions**

The following information will be needed from the City in completing this project

- Provide operational data related to sludge flows and solids concentrations for the gravity thickeners, digester and BFPs in excel format
- Adjust operations to lower the liquid level in the digester for the concrete coring if Option 1 structural evaluations are selected.
- If Option 2 structural evaluations are selected when the digester is cleaned, we have assumed the City or cleaning contractor will provide temporary rigging to allow our structural engineers access to the underside of the cover. We also assume entrance into the digester will be covered under the City's combined space entry permit and the City will provide the necessary air monitoring and personnel.

### **Proposed Schedule**

CDM Smith is prepared to begin this project immediately upon receipt of an executed agreement. It is anticipated that the structural evaluations and recommended additional upgrade evaluations will be completed within 2 months of the notice to proceed.

### **Proposed Fee for Services**

CDM Smith proposes to complete this work for the not to exceed fees presented in the table below, including labor and reimbursable expenses. The total not to exceed fee will be dependent on which structural evaluation option the City chooses. CDM Smith will submit monthly invoices related to the work performed above.





City of Rome  
November 22, 2016, revised December 5, 2016  
Page 6

Task	Hours	Fee
Task 1 - Structural Evaluations – Option 1	MBE sub + 10 hours	\$20,188
Task 1 - Structural Evaluations – Option 2	MBE sub + 10 hours	\$23,318
Task 2 - Quantify Additional Solids Handling Upgrades	92	\$14,738

We appreciate this opportunity to again work with the City of Rome on this project. If you have any questions, please call Nancy Vigneault at (315) 434-3247.

Sincerely,

Nancy Oram Vigneault, P.E., BCEE  
Principal  
CDM Smith

Greg Bold, P.E. BCEE  
Associate  
CDM Smith

cc: Vincent Apa, P.E., BCEE



RESOLUTION NO. 249

AUTHORIZING BUDGETARY TRANSFERS (2016)

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

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

**REASON: Cover GHD Water Rate Study.**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
EW9711.499 Debt Service Legal Fees	\$35,000.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
EW8310.418 Water Transmission & Distr.: Supplies & Materials	\$35,000.00

**REASON: Renewal of the Fire House Software**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG3410.412 Fire: Service Contracts and Repairs	\$1,035.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG1680.418 IT: Contract Services	\$1,035.00

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

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

ADOPTED:

DEFEATED:

## RESOLUTION NO. 250

AUTHORIZING BUDGETARY TRANSFERS (2016)

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

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

**REASON: Allow purchase of 6 fire hydrants.**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
EW8340.410 Water Transmission & Distr.: Utilities and Fuel	\$13,000.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
EW8340.414 Water Transmission & Distr.: Supplies & Materials	\$13,000.00

**REASON: Pay Street Lighting account for unrealized credits from the City's 2 solar farms.**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG1620.410 Municipal Buildings: Utilities and Fuel	\$80,000.00
AG5132.410 Public Works Garage: Utilities and Fuel	\$30,000.00
AG5650.410 Public Works Garage: Utilities and Fuel	\$10,000.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG5182.410 Street Lighting: Utilities and Fuel	\$120,000.00

**REASON: Pay Time Warner and National Grid bills for City's radio communications tower.**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG3620.421 Building Inspections: Miscellaneous	\$400.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG3989.412 Public Safety: Service Contracts and Repairs	\$400.00

**REASON: Authorizing budgetary transfer to pay for newspaper ads for civil service exams and private contractor for civil service proctoring.**

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG3620.421 Building Inspections: Miscellaneous	\$300.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG1989.416 Civil Service: Advertising	\$240.00
AG1989.421 Civil Service: Miscellaneous	\$60.00

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

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

ADOPTED:                      DEFEATED:

RESOLUTION NO. 251

AUTHORIZING BUDGETARY TRANSFERS (2016)

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

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

**REASON: Cover Federal Express Charges for shipping charges to and from the City's bond counsel.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG9711.499	Debt Service Legal Fees	\$100.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.417	Treasurer's Office: Postage and Freight	\$100.00

**REASON: Cover additional sludge hauling costs in Waster Water**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
ES8130.410	Sewer: Utilities	\$50,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
ES8130.418	Sewer: Contract Services	\$50,000.00

**REASON: Purchase replacement parts for the maintenance department and the laboratory.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
ES8130.412	Sewer: Service Contracts and Repairs	\$20,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
ES8130.414	Sewer: Supplies & Materials	\$20,000.00

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

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

ADOPTED:                      DEFEATED:

RESOLUTION NO. 252

AUTHORIZING BUDGETARY TRANSFER (2016)

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:

**REASON: Purchase of (4) security cameras for the second floor of the Justice Building.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AI3120.415	Police: Medical	\$6,602.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AI3120.208	Police: Equipment	\$6,602.00

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

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 253

AUTHORIZING BUDGETARY TRANSFER (2016)

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:

**REASON: Demolitions of 301 Matthew Street, 8175 Gore Road, and 308 Kossuth Street.**

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.151	Salaries/Wages	\$53,198.00
AG3620.801	FICA/Medicare	4,069.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG3620.421	Miscellaneous/Demo	\$57,267.00

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

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

ADOPTED:                      DEFEATED:

RESOLUTION NO. 254

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AMENDMENT NO. 1 WITH CDM SMITH  
RELATIVE TO THE WATER POLLUTION CONTROL FACILITY DISINFECTION  
ALTERNATIVE STUDY

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

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 154 adopted July 28, 2016, authorized the awarding of a contract to CDM Smith, for engineering services related to the Water Pollution Control Facility Disinfection Alternative Study, at a total amount not to exceed \$24,400.00 with a contract term effective upon execution and expiring upon completion of the work required; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of Public Works for the City of Rome, that CDM Smith be awarded Amendment No. 1 for additional services relative to the above referenced project, in an amount not to exceed \$34,980.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to CDM Smith pursuant to Resolution No. 154 adopted July 28, 2016, be and is hereby amended, whereby Amendment No. 1 is hereby awarded, to modify the contract to allow for additional work to be done, which will increase the total project cost by an amount not to exceed \$34,980.00, pursuant to the attached proposed amendment, which by this reference is made a part of this Resolution, and

BE IT FURTHER RESOLVED, that the total amount of Amendment No. 1 as described hereinabove shall be in a total amount of \$34,980.00, per the attached documentation, increasing the total contract price to \$59,380.00.

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

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

ADOPTED: DEFEATED:



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

October 28, 2016

Mr. Frederick Schmidt  
Commissioner of Public Works  
City Hall  
198 N. Washington St.  
Rome, New York 13440

Subject: Water Pollution Control Facility  
Disinfection Project Amendment 1

Dear Mr. Schmidt:

The City of Rome's (City's) Water Pollution Control Facility (WPCF) was issued a Draft modification to its State Pollutant Discharge Effluent Permit (SPDES) on April 28, 2016. The new SPDES permit includes requirements for seasonal disinfection beginning May 1, 2020, along with a total residual chlorine (TRC) limit. The modification letter requires approvable engineering plans, specifications and construction schedule for implementation of effluent disinfection by September 30, 2017. In order to meet this date and have the ability to commence design in winter 2017 after the disinfection evaluation study is complete, the City should complete field activities including topographical survey and geotechnical borings prior to the winter. Camp, Dresser, McKee & Smith (CDM Smith) has developed this letter proposal to assist the City in completing these pre-design activities. The letter proposal is organized into the following sections:

- Project Understanding
- Proposed Scope of Work
- City of Rome Responsibilities and Assumptions
- Project Schedule
- Proposed Cost of Services

### **Project Understanding**

The City owns and operates a WPCF that presently does not have a disinfection requirement in its SPDES permit. The New York State Department of Environmental Conservation (DEC) has issued the City a draft SDPES permit modification that is expected to go into effect later in 2016. The new permit includes effluent Fecal Coliform limits of 400/100 ml and 200/100 ml for 7-day and 30-day geometric means respectively and a discharge limit, 75 µg/L as a daily maximum, for TRC. The Schedule of Compliance included with the Draft SPDES permit modification includes the following milestones:





Mr. Frederick Schmidt  
October 28, 2016  
Page 2

- May 1, 2017 – Submit an approvable Engineering Report
- September 30, 2017 – Submit approvable Engineering Plans, Specifications and Construction Schedule for implementation of effluent disinfection.
- December 31, 2019 – Construction completion.
- May 1, 2020 – Commence operation of disinfection treatment facilities and comply with final effluent limitations and monitoring requirements.

The pre-design activities will allow engineering design to commence in the winter of 2017 once the disinfection technology is selected and while snow is still on the ground which would limit conducting a survey and geotechnical boring program at that time.

## **Proposed Scope of Work**

### **Task 1 – Topographical Survey**

CDM Smith will subcontract with a minority business enterprise (MBE) firm to perform topographical survey in the vicinity of the existing chlorine building and the solids handling building. Survey will include site features, contours and spot elevation to be used in developing design drawings in the next phase of the work. CDM Smith will seek assistance from the City in identifying the location of subsurface infrastructure prior to conducting the survey work.

### **Task 2 – Geotechnical Investigation**

CDM Smith will subcontract with a driller to perform two test borings in the vicinity of the chlorine building that will provide geotechnical information that will be used to design the foundation of either a building or tank depending on whether disinfection is achieved with UV or chlorination/dechlorination. The test borings will be advanced to approximately 40 feet below ground surface using hollow stem auger drilling methods. Standard Penetration Test (SPT) sampling will be performed at 5-foot intervals in accordance with ASTM D1586 to obtain soil strength data (SPT N-values) and soil samples for subsequent geotechnical laboratory testing. A CDM Smith geotechnical engineer will be on site during the drilling to log, classify, and collect soil samples. CDM Smith will conduct geotechnical evaluations and analyze and provide a technical memorandum that includes test boring logs and laboratory test results from the exploration program and will provide preliminary foundation recommendations for the proposed structure.

### **Task 3 – State Historic Preservation Office**

CDM Smith will support the City with submittal of information to the State Historic Preservation Office (SHPO) for their review of potential impacts on historic and cultural resources. We will complete the Project Review Cover Form and associated attachments (project narrative, photos and location map) and submit to SHPO for review. If further investigation, such as a Phase 1a





Mr. Frederick Schmidt  
October 28, 2016  
Page 3

archaeological study is required by SHPO, we will provide a proposal to the City at that time for providing support for additional investigations.

### **City of Rome Responsibilities and Assumptions**

During the course of this assignment, the City will:

- Provide access to the WPCF for inspections, including all underground structures. Furnish for CDM Smith's use any existing design drawings and any other miscellaneous information concerning the various components of the existing and proposed plant, as available or required.
- Identify location of subsurface utilities prior to survey activities.
- We have assumed that survey will be performed prior to snow cover.

### **Project Schedule**

CDM Smith is prepared to begin this project immediately upon receipt of an executed agreement and to submit a survey and geotechnical field report within 3 months.

### **Proposed Costs for Engineering Services**

CDM Smith proposes to complete this work as Amendment 1 to our contract with the City for the WPCF Disinfection Alternative Study. For this proposal, we propose a not to exceed fee of \$34,980, including labor and reimbursable expenses. CDM Smith will submit monthly invoices related to the work performed above.

We greatly appreciate the opportunity to submit this proposal. Please call Greg Bold at (518) 782-4507 or Nancy Vigneault at (315) 434-3247 with any questions.

Sincerely,

Nancy Oram Vigneault, P.E., BCEE  
Principal  
Camp Dresser McKee & Smith

Greg Bold, P.E., BCEE  
Associate  
Camp Dresser McKee & Smith



## RESOLUTION NO. 255

AUTHORIZING THE MAYOR TO EXECUTE A “NO COST TIME EXTENSION”  
AND AUTHORIZING AN EXTENSION OF THE OLD CITY HALL REVERTER

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

WHEREAS, the conveyance of the City property known as Old City Hall, North James Street, Rome, New York (hereinafter as “Property”), to YES Development, LLC, was authorized on July 25, 2012 pursuant to Ordinance No. 8740A; and

WHEREAS, the redevelopment of the Property was identified as being consistent with the City’s Master and BOA Plans, as being vital to redevelopment of the down-town area, and as such the City’s best interests were to be furthered by conveying said property to YES Development; and

WHEREAS, YES Development was selected as the entity best qualified to redevelop the Property after a thorough request-for-proposal process and, to date, has commenced rehabilitation of the Property, which was delayed—in part—by the need for YES Development to get various approvals from the State of New York for grant and funding matters; and

WHEREAS, YES Development had originally expected project completion to be December 31, 2014, and more time was needed for the completion of the project; and

WHEREAS, the Deed by which the Property was originally conveyed to YES Development contained a reverter clause stating that the Property would revert back to the City of Rome, New York, in the event that the redevelopment of the Property was not completed by December 31, 2014; and

WHEREAS, pursuant to Resolution No. 152, adopted on December 9, 2015, said reverter clause was extended to December 31, 2016, and the Corporation Counsel’s Office was directed to execute any and all documents necessary to effectuate the extension granted therein; and

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development, is of the opinion that—based on YES Development’s progress in re-developing the Property and its investment in same, to date—the reverter clause should be extended, so as to give YES Development the additional time necessary to complete the Project without having to be concerned about the reverter taking effect; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate and Contract that the date upon which the property commonly known as Old City Hall, North James Street, Rome, New York shall revert to the City of Rome, if the Project is not completed, be and is hereby extended from December 31, 2016 to March 31, 2017, and that the Corporation Counsel’s Office be

directed to execute any and all documents necessary to effectuate the extension granted hereby, including—but not limited to a No Cost Time Extension.

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

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 256

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) estudio2000AC Copier with a new functional unit, at an amount not to exceed \$149.80 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) estudio2000AC Copier with a new functional unit, at an amount not to exceed \$149.80 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:

# TOSHIBA

## BUSINESS SOLUTIONS

### FMV LEASE SUPPLEMENT

# TOSHIBA

FINANCIAL SERVICES

SUPPLEMENT #	APPLICATION #	ORIGINAL AGREEMENT #
	2169422	500-0424426-000

#### CUSTOMER CONTACT INFORMATION

Legal Company Name: CITY OF ROME		Fed. Tax ID #: 15-6000414	
Address: 198 N. Washington St	City: ROME	State: NY	Zip: 13440

#### NEW TOTAL PAYMENT\*

The payment below is your new TOTAL payment

Monthly Payment \_\_\_\_\_

#### ADDITIONAL PAYMENT\*

Your new payment amount is the SUM of the below amount plus your original payment, plus the Additional Payment listed on any prior Supplements

O  
R

Monthly Payment 149.80

\* New Monthly Payment excludes applicable taxes and \$75 Documentation Fee

#### TERM / EFFECTIVE DATE

37	Mos.	Remainder of original term. Termination date of this supplement coincides with the termination date set forth in the original FMV Lease Agreement set forth above. The foregoing shall be effective with the Payment Due On _____ and for the Remaining Term of your original Agreement set forth above.
	Mos.	New term for equipment referenced above only. Such term begins upon supplement endorsement and acceptance by Lessor. The term of the FMV Lease Agreement shall remain in full force and effect for the remaining original equipment.

#### EQUIPMENT DETAILS

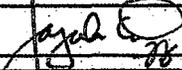
- See Attached Schedule "A" for a list of equipment being added with this Supplement.
- See Attached Schedule "A" - Deleted Equipment for a list of Equipment being deleted with this Supplement.

#### TERMS AND CONDITIONS

You have requested this Supplement to the FMV Lease Agreement (or Supplement) as set forth above. You agree that the payment on this Supplement is the new total pricing for your original Agreement. Except for the specific provisions set forth above, the original terms and conditions set forth in the original FMV Lease Agreement set forth above and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Print Name: Jacqueline M Izzo	Signature: X 	Title: Mayor	Date:
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#### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X 	Title:	Date:
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# TOSHIBA

## BUSINESS SOLUTIONS

### SCHEDULE "A"

# TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated **10/27/2016** by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER	AGREEMENT NUMBER
2169422	500-0424426-000

### CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name: <b>CITY OF ROME</b>	Fed. Tax ID #: <b>15-6000414</b>
Contact Person: <b>FRANK AGOSTO</b>	Bill-To Phone: <b>315-339-7772</b> Bill-To Fax: <b>315-339-7802</b>
Billing Address: <b>132 Race St,</b>	City, State-Zip: <b>ROME, NY 13440</b>

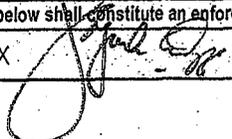
### ITEM DESCRIPTION

	MAKE/MODEL	PHYSICAL LOCATION	SERIAL NUMBER	CUST-OWNED		GROUP NAME	POOL NAME	STARTING METER
1	Toshiba/ESTUDIO2000AC	er Department, City of R		No	Mono	One	MFP b/w	
					Color	One	MFP Color	
					Scans			
					Mono			
					Color			
					Scans			
					Mono			
					Color			
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					Scans			

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Print Name: <b>Jacqueline M Izzo</b>	Signature: 	Title: <b>Mayor</b>	Date:
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RESOLUTION NO. 257

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH UTICA MACK, INC.  
(\$115,795.00)

By \_\_\_\_\_;

WHEREAS, Commissioner of the Department of Public Works, for the City of Rome, New York, Frederick Schmidt, has recommended that the City of Rome, New York, enter into an agreement with Utica Mack, Inc. for the purchase of one (1) 2017 Mack Truck model GU713 Mack Truck from Utica Mack, Inc. to carry the new VACALL (under County Bid 1827), for a total amount not to exceed \$115,795.00; 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 Utica Mack, Inc. for the purchase of one (1) 2017 Mack Truck model GU713 Mack Truck from Utica Mack, Inc. to carry the new VACALL (under County Bid 1827), for a total amount not to exceed \$115,795.00, pursuant to the attached Specifications Summary which is made part of this Resolution.

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

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

ADOPTED:

DEFEATED:



# CHASSIS SPECIFICATIONS SUMMARY

November 18, 2016

## 2017 MACK GU713

BULK HAULER - LIQUID On/Off Hwy  
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-395C 395HP	Transmission	4500-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	20,000# FXL20	Rear Axle	45,000# RT46-160 Ratio 4.89
Suspension	20,000#	Suspension	45,000# HMX460
Tires	Front: 425/65R22.5 Rear: 445R22.5	Wheels	22.5x2.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10-HOLE)
Ratings	GVM: 66,000#	Fuel Tanks	EH: 72gal
Fifth Wheel		Sleeper	

### PRICING SUMMARY

	<u>Total Price</u>
<b>***SELLING PRICE (Excluding Taxes/Fees/Trade)***</b>	<b>\$115,321.50</b>
Surcharge	\$750.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$276.50)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees	
Trade	\$0.00
<b>***ACQUISITION COST (Include Trade if applies)***</b>	<b>\$115,795.00</b>
Less Down Payment	
<b>BALANCE DUE Per Unit</b>	<b>\$115,795.00</b>
<b>PRICE (Total Order)</b>	<b>\$115,795.00</b>
<b>BALANCE DUE (Total Order)</b>	<b>\$115,795.00</b>

These specifications and pricing comply with Oneida County Bid 1827 under NYS General Municipal Law, section 103, subdivision 3, section 1.

Total Quantity: 1

Estimated Total Weight: 18,514#

Reference#: AKKE008317B

X \_\_\_\_\_  
 Prepared For: Customer Signature Date  
 CITY OF ROME, DPW  
 CITY HALL  
 ROME, NY 13440  
 Phone: 315-339-7774  
 Fax: 315-838-1134

X \_\_\_\_\_  
 Presented By: Dealer Signature Date  
 TOM HEILAND  
 Utica Mack Inc.  
 8426 River Road  
 Marcy, New York 13403  
 (315) 797-1714

www.utica Mack.com

RESOLUTION NO. 258

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH GUTHRIE-HELI-ARC, INC  
(\$221,833.78)

By \_\_\_\_\_;

WHEREAS, Commissioner of the Department of Public Works, for the City of Rome, New York, Frederick Schmidt, has recommended that the City of Rome, New York, enter into an agreement with Guthrie Heli-Arc, Inc. for the purchase of one (1) model AJV 812 VACALL (under NYS contract PC66595), for a total amount not to exceed \$221,833.78; 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 Guthrie Heli-Arc, Inc. for the purchase of one (1) model AJV 812 VACALL (under NYS contract PC66595), for a total amount not to exceed \$221,833.78, pursuant to the attached Pricing Information which is made part of this Resolution.

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

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

ADOPTED: DEFEATED:

NYS Contract: PC66595  
 Group 40625 – Award 22792, Heavy Equipment

**NJPA AWARDED CONTRACT**  
 Contract #022014-GRD



**AJV 812**

Machine Quote: 16-252

Quote Date: 12-02-2016 Revised 12-8-2016

Estimated Ship Date:

Bill To: City of Rome  
 198 Washington Street  
 Rome, NY 13440  
 USA

Ship To: City of Rome  
 198 Washington Street  
 Rome, NY 13440  
 USA

Customer: City Of Rome, NY  
 PWO No:

Customer PO:

Chassis Arrival Date: TBD  
 Chassis Make: Mack  
 Chassis Model: GU713  
 Chassis Year: Current  
 Chassis VIN #:   
 GVW: 66,000#

Supplied By: Customer – Utica Mack Inc.  
 Chassis Paint Code:  
 Spec Code:

Stock Code:

Transmission: Allison 4500 RDS-6  
 Engine Model: Mack MP7-425M

425 HP @ 1500-1800 RPM

Engine Speed:  
 Water Pump Speed:

Blower Speed:  
 Run Transmission In Gear:

HX Water Pump Speed:  
 HX Water Pump Pressure:

HX Water Pump Flow:

The following is the quote confirmation for a AJV 812. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description
AJV 812		
Chassis/Mounting		
	1	ELECTRIC BACK UP ALARM
	1	FENDERS
	1	MUD FLAPS BEHIND REAR TIRES
	1	TOW HOOKS - FRONT
	1	REAR DOT UNDER RIDE PROTECTION (BUMPER)
	1	FACTORY MOUNTING TANDEM AXLE
	1	CUSTOMER SUPPLIED CHASSIS (FACTORY CHASSIS PREP CHARGE REQ'D.)

NYS Contract: PC66595  
 Group 40625 – Award 22792, Heavy Equipment



**Paint / Coatings**

_____	1	POWDER COAT SUBFRAME, POWER FRAME, HOSE REEL MOUNT AND BASE, AND EXHAUST SILENCER BLACK
14405150	1	POWDER COAT UNIT GRADALL STD RED DUPONT#N3781 PT#14405150 DUPONT(EXCLUDES CAB / CHASSIS)
_____	1	DEBRIS TANK EXTERIOR ONLY POWDER COATED
_____	1	AIR/WATER SEPARATOR EXTERIOR ONLY POWDER COATED BLACK

**Power Module**

_____	1	TRANSFER CASE
_____	1	DIRECT DRIVE FOR VACUUM PUMP
_____	1	HYDRAULIC TEMP / LEVEL SIGHT EYE
_____	1	SHUT-OFF VALVE(S) ON SUCTION SIDE
_____	1	VARIABLE VOLUME 2.7 CIR HYDRAULIC PISTON PUMP DIRECT MOUNTED TO TC FOR HYDRAULIC FUNCTIONS
_____	1	HYDROSTATIC DRIVE FOR WATER PUMP FLOWS TO 85GPM@2000PSI ( 115 HP MAX )
_____	1	TRANSFER CASE REMOTE SIGHT GLASS AND FILL
_____	1	PLATFORM AND STEPS ON POWER FRAME

**Debris Tank**

_____	1	TAILGATE POWER UP / DOWN, HYDRAULIC LOCKS
_____	1	SINGLE HOIST CYLINDER
_____	1	STAINLESS STEEL FLOAT BALL SHUT-OFF
_____	1	CARBON STEEL FLOAT BALL CAGE
_____	1	SINGLE DEBRIS BODY SAFETY PROP
_____	1	SINGLE REAR DOOR SAFETY PROP
_____	1	INTERNAL TANK FLUSHER-FULL FLOW
_____	1	CARBON STEEL SPLASH SHIELD

**Debris Tank Decant**

_____	1	6" DECANT PORT ON REAR DOOR WITH 6" X 20'-0" LAYFLAT HOSE & STORAGE BASKET
_____	1	SLUDGE PUMP SYSTEM ON REAR DOOR 4" HYDRAULIC (710 GPM@10' HEAD)
_____	1	4" VALVE ON SLUDGE PUMP INLET - BRASS SLIDE GATE
_____	1	6" DIAMETER X 24" TALL BOLT ON STANDPIPE ON SLUDGE PUMP PORT WITH STRAINER ON TOP

**Water Tank**

_____	1	4" AIR GAP WATER TANK FILL
_____	1	WATER TANK ELECTRONIC LEVEL INDICATOR IN FRONT CONTROL PANEL DISPLAY
_____	1	2-1/2" Y-STRAINER ON FILL LINE
_____	1	SIGHT LEVEL TUBE ON PASSENGER SIDE WATER TANK
***NOTE**	1	ADD CAMLOCK FITTING TO "Y" STRAINER

NYS Contract:

PC66595

Group 40625 – Award 22792, Heavy Equipment



Contract #022014-GRD

**High Pressure Water System**

1	PRESSURE RELIEF VALVE
1	GATE VALVE ON WATER PUMP INLET
1	STRAINER ON WATER PUMP INLET
1	DRAIN VALVE IN WATER PUMP SUPPLY LINE
1	WATER DISTRIBUTION MANIFOLD (CENTRALLY LOCATED)
1	87 G.P.M./2000 PSI -120 HP
1	HANDGUN WITH 25 FEET OF HOSE ( 800 PSI @ 20 GPM )
1	COLD WEATHER RECIRCULATION USING INDEPENDENT ELECTRIC PUMP
1	AIR PURGE SYSTEM
1	HXX SYSTEM OFF MAIN WATER PUMP 15-20 GPM CAN ONLY HAVE PRESSURE RATING LESS THAN OR EQUAL TO MAIN WATER PUMP INC. 1/2" X 50' SPRING REWIND HANNAY HOSE REEL MOUNTED ON PASSENGER SIDE W/50' OF 1/2" HOSE AND PISTOL GRIP STYLE HAND GUN W/LANCE NOZZLE
1	LOW POINT DRAIN - FRONT MOUNT

**Vacuum System**

1	CYCLONE SEPARATOR WITH DROP BOX CLEAN OUT
1	8X24 VAC PUMP (370 + HP CHASSIS) 4000CFM @ 18"HG (245"H2O) 205HP @ 2470 W/(2) VAC RELIEFS
1	CARBON STEEL STRAINER BASKET IN CYCLONE SEPARATOR
1	AIR OPERATED 4" VACUUM RELIEF VALVE CONTROLLED AT CONTROL PANEL & HANDHELD PENDANT

**Boom**

1	FRONT MOUNTED HYDRAULIC BOOM (180 DEGREE ROTATION )
1	8-FOOT, 6-INCH BOOM EXTENSION
1	STEEL BOOM ELBOW
1	BOOM LIFT EYE

**Hose Reel**

1	DIRECT DRIVE HOSE REEL
1	HYDRAULIC HOSE REEL TILT (ELECTRIC OVER HYDRAULIC)
1	REEL PIVOT-180 DEGREE WITH AIR BRAKE
1	FRONT REEL WITH 800' CAPACITY (1" HOSE)
1	DUAL ROLLER TELESCOPING LEVEL WIND
1	DIGITAL SEWER HOSE FOOTAGE COUNTER DISPLAYED AT OPERATORS STATION

NYS Contract: PC66595  
 Group 40625 – Award 22792, Heavy Equipment



**Operator Controls**

- 1 TRANSFER CASE SHIFT CONTROLS IN CAB
- 1 THROTTLE CONTROL AT HOSE REEL CONTROL PANEL
- 1 WATER PRESSURE GAUGE ON COLOR LCD DISPLAY MODULE
- 1 TACHOMETER / HOURMETER ON COLOR LCD DISPLAY MODULE
- 1 VACUUM GAUGE ON COLOR LCD DISPLAY MODULE
- 1 HYDRAULIC PRESSURE GAUGE
- 1 WATER PUMP HOURMETER (AT FRONT CONTROL PANEL LCD DISPLAY)
- 1 BLOWER HOURMETER (AT FRONT CONTROL PANEL LCD DISPLAY)
- 1 BOOM CONTROL JOYSTICK RECESSED FOR PROTECTION
- 1 TWO CHANNEL CAMERA SYSTEM WITH 7" SWIVEL COLOR LCD MONITOR
- 1 WATER PUMP ON/OFF SWITCH
- 1 COLOR LCD DISPLAY WITH 32 OUTPUT MICROPROCESSOR CONTROL (EXPANDABLE) W/J1939 CAN COMMUNICATION
- 1 IP66 SEALED EXTERIOR ELECTRICAL CONTROLS AND WIRING HARNESS W/PROTECTIVE COVER THAT EXCEEDS NEMA 4 RATINGS
- 1 EMERGENCY STOP
- 1 DRIVERS SIDE MOUNTING OF WATER MANIFOLD AND HYDRAULIC CONTROL VALVE.
- 1 CAMERA SYSTEM - TWO CHANNEL 7" SWIVEL COLORED LCD MONITOR WITH (1) ADDITIONAL CAMERA
- 1 \*\*NOTE\*\* MOUNT CAMERA ON FRONT HOSE REEL & BACK UP
- 1 WIRELESS REMOTE CONTROL TO CONTROL ALL BOOM FUNCTIONS, THROTTLE, VAC RELIEF VALVE, E-STOP (RETURNS ENG TO IDLE) WATER PUMP SPEED CONTROL. INCLUDES 2130200038 BELT CLIP STYLE WIRELESS PENDANT LANYARD
- 1 REEL SHIFT FOR TRANSFER CASE

**Lighting**

- 1 LED D.O.T. LIGHTING (INCLUDES STOP, TAIL, TURN AND BACK-UP)
- 1 REAR MOUNTED TRAFFIC ADVISOR-BAR TYPE LED WHELEN TACF85
- 1 BOOM WORK LIGHTS-TWO
- 1 REAR WORK LIGHT - TWO
- 1 POWER MODULE WORK LIGHTS- (2)
- 1 STROBE LIGHT - BODY - TWO WHELEN L22LAP CLASS 2 360 DEGREE SUPER LED W/ LIMB GUARD
- 1 STROBE LIGHT - FRONT- TWO WHELEN L22LAP CLASS 2 360 DEGREE SUPER LED W/ LIMB GUARD

NYS Contract:

PC66595

Group 40625 – Award 22792, Heavy Equipment



Contract #022014-GRD

Tool Boxes / Enclosures

	1	TUBE RACK (4 TUBES) MOUNTED ON SILENCER
	1	ONE LOCKABLE TOOL BOX, STEEL (18 X 18 X 36)
	1	TRAFFIC CONE HOLDER
	1	ADDITIONAL LOCKABLE TOOL BOX, STEEL (18 X 18 X 36)
	1	REAR DOOR TUBE RACK / HOLDS (2) TUBES

Packaged Items

	1	TIGERTAIL HOSE GUIDE (ONE)
	1	PENDANT REMOTE CONTROL
	1	24' X 8" BANDLOCK TYPE ALUMINUM VACUUM TUBES, (2) 4.0' VA40020002, (2) 5.0' VA40020003, (1) 3.0' VA40020001, (7) 8" CLAMPS VA40010071, (7) 8" GASKETS VA38010018, (1) VA40020033 8" X 3'-0" NOZZLE ALUMINUM ALLIGATOR (CATCH BASIN NOZZLE)
	1	1" RADIAL NOZZLE DUAL DEGREE NOZZLE ORFICED FOR REQ'D FLOW PRESSURE
43NZA30190-S16S	1	SMALL NOZZLE SKID 1" X 3-7/8" X 15" LONG
VA95000109	1	FILL HOSE 25' X 2 1/2" WITH CAMLOCS
VA40020014	1	8" X 7' BAND LOCK TYPE ALUMINUM TUBE
VA40020030	1	8" X 3' BAND LOCK TYPE ALUMINUM FLUIDIZING TUBE
VA0000S4798	1	8"X72" BAND LOCK TYPE HYDRO-EX ALUMINUM VACUUM TUBE WITH RUBBER END.
VA40020093	1	4"X 6' ALUMINUM EXTENSION TUBE
VA40020095	1	4" X 8' ALUMINUM INTAKE TUBE
VA40010058	1	8" X 4" "Y" STEEL REDUCER
	1	10' X 1" LEADER HOSE

Manuals

	1	(1) SET OF PARTS & SERVICE MANUALS PROVIDED ON CD, PAPER COPY PROVIDED FOR OPERATORS & SAFETY MANUALS
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NYS Contract: PC66595  
Group 40625 – Award 22792, Heavy Equipment

**NJPA AWARDED CONTRACT**  
Contract #022014-GRD

Machine & Attachment List Price:	\$230,369.56
Less Discounts 4.00%:	(\$9,214.78)
Total Machine & Attachment Net Price:	\$221,154.78
No Extended Warranty:	\$0.00
Chassis Price:	Dealer
Dealer Supplied Non-NJPA Contract Whole Goods:	\$2,800.00
Net Option Description:	223,954.78
P.D.I. Unit:	\$1000.00
Freight From Factory To Dealer:	\$2,400.00
Freight From Dealer To Customer:	\$500.00
2016 PRICE ADJUSTMENT	-\$5,521.00
Additional Dealer Discount:	-500.00
Total Net Price:	\$221,833.78

Terms: Net 30

Standard Warranty: **Module:** 1 Year Warranty.  
**Debris Body:** Untreated Steel or Weathering Steel - 1 Year Warranty  
**Water Tank:** Aluminum - Lifetime Warranty.  
**Corrosion:** 5 Years Warranty.

Standard shipping terms are FOB factory - New Philadelphia, Ohio unless otherwise noted in the freight column.

Comments Section: The above quote is good for 90 days.

Please sign below showing you have reviewed the specifications and accept the above terms.

NAME: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

Contact Information:

Meg Ryan, Guthrie Heli-Arc, Inc., 6276 Clinton Street Road, Bergen, New York 14416  
Phone: 585-494-2600, Fax: 585-494-2662, Email: [megr@guthrieheliarc.com](mailto:megr@guthrieheliarc.com)

**Group 40625– Award 22792, Heavy Equipment**

**Gradall Industries, Inc.**

**Contractor and Pricing Information  
February 4, 2015**

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
<b>NYS Contract:</b> PC66595  <b>NJPA Contract:</b> 022014-GRD & 031014-GRD	Gradall Industries, Inc. 406 Mill Avenue S.W. New Philadelphia, OH 44663	Name: Connie Popovich Inside Sales Administrator Phone: (330) 339-8342 Fax: (330) 339-8468 Email: cspopovich@gradall.com	<b>Federal ID</b> 74-2660540  <b>NYS Vendor ID</b> 1100121209
<b>Business Hours: M-F 8AM –5PM, Eastern Standard Time</b>			

**Additional Contacts**

Name: Mike Popovich V.P. Sales – Gradall (Excavators) Phone: (330) 339-8338 Cell: (330) 204-9270 Email: mjpopovich@gradall.com	Name: Bill Petrole V.P. Vacall Product Phone: (740) 417-8030 Cell: (330) 204-9771 Email: wgpetrole@gradall.com	Name: Michael Norman Director of Sales and Marketing Gradall & Vacall Phone: (330) 339-8428 Cell: (330) 204-3172 Email: mtnorman@gradall.com
Name: John Bridgeman NE Regional Sales Manager Gradall (Excavators) Phone: (540) 987-9654 Cell: (330) 316-4873 Email: jpbbridgeman@gradall.com	Name: Eric Dietrich NE Regional Sales Manager Vacall Phone: (330) 339-8339 Cell: (330) 440-4596 Email: erdietrich@gradall.com	

**Contract Pricelist and Discounts**

**NOTE:** Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

**Link to Contractor Price List (List Prices):** Contact Centralized Contract Contact listed above for price list. Purchase orders should be sent to the authorized dealer that will supply the equipment.

**Discount from List Price for Gradall and Vacall products is 4%.  
Chassis are provided at Net cost from a third party provider – no additional discount applies**

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No.
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000	No.
Does Contractor offer Prompt Payment Discounts?	No.

**Note: Gradall Industries, Inc. is the contractor. Purchase orders should reference the NYS contract number and can be issued directly to the authorized New York State dealers listed below. Invoicing and payment collection will be the responsibility of the authorized dealers listed below. Gradall Industries, Inc. will continue to assume full responsibility for all the terms and conditions of the contract.**

Dealer Name	Dealer Address	Contact Information	FEIN/NYS Vendor ID	SB/WBE	Products
Guthrie Heli-Arc Inc.	6276 Clinton Street Rd Bergen, NY	Matt & Meg Ryan Phone: 585-494-2600	16-1410454 1100128533	SB	Vacall
Hoffman Equipment	300 So Randolphville Rd Piscataway, NJ	Michael Anderson Phone: 732-752-3600	22-2176843 1000008736	SB	Gradall (Excavators)
Malvese	1 Henrietta St. Bergen, NY	Tony Lauro Phone: 516-681-7600	11-2587656 1000005724	SB	Vacall
Vantage Equipment	5985 Court St. Syracuse, NY	Anne Jackson Phone: 315-437-2611	20-1334835 1000008561	SB	Gradall (Excavators)