

Jacqueline M. Izzo
Mayor

Stephanie Viscelli
Common Council
President

David C. Nolan
City Treasurer

ROME

the copper city

BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Butch Conover
Commissioner of
Public Works

Jean I. Grande
City Clerk

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**MARCH 12, 2020
8:30 A.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK.

2. READING OF MINUTES OF 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. 50 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ERDMAN ANTHONY FOR AN AMOUNT NOT TO EXCEED \$252,200.00. **Conover**

RES. NO. 51 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS FOR AN AMOUNT NOT TO EXCEED \$1,453.53. **Beach**

RES. NO. 52 AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. **Nolan**

RES. NO. 53 AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT WITH SHANNON CHEMICAL CORPORATION. **Conover**

RES. NO. 54 AMENDING RESOLUTION NO. 9 AUTHORIZED ON JANUARY 23, 2020. **Conover**

RES. NO. 55 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH JOHN P. ORILIO, ESQ., FOR LEGAL SERVICES. **Feeney**

RES. NO. 56 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A CONTRACT FOR VARIOUS INSURANCE PROGRAMS. **Feeney**

7. TABLED RESOLUTIONS.

8. ADJOURNMENT.

RESOLUTION NO. 50

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH ERDMAN ANTHONY
FOR AN AMOUNT NOT TO EXCEED \$252,200.00.**

By _____:

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York, retain the engineering design services of Erdman Anthony, for the Railroad Street Bridge Rehabilitation Project, for a total amount not to exceed to \$252,200.00. Said Project is reimbursable by the New York State Department of Transportation; 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 Erdman Anthony, for the Railroad Street Bridge Rehabilitation Project, for a total amount not to exceed to \$252,200.00. Said Project is reimbursable by the New York State Department of Transportation. Said agreement shall become effective upon execution by the parties and shall expire upon completion of the work, pursuant to the attached documentation, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



Mohawk Adirondack and Northern Railroad Corporation

a Subsidiary of

GENESEE VALLEY TRANSPORTATION COMPANY, INC.

GENERAL OFFICES: 1 Mill Street Suite 101 Batavia, New York 14020-3141

TELEPHONE: 585-343-5398 FAX 585 343-1606 Email: henrici@gvtrail.com

April 27, 2018

NYS Department of Transportation
50 Wolf Road
Albany, NY 12232

**Re: Railroad Street Bridge Rehabilitation, City of Rome, NY, 2017 PFRAP
Application**

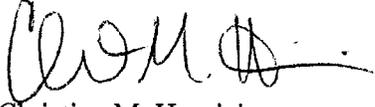
Dear Sir or Madam:

The Mohawk, Adirondack & Northern Railroad Corp. (MHWA) operates a line of railroad through the City of Rome, NY. MHWA's Rome Industrial Track traverses a steel through truss bridge owned and maintained by the City of Rome. The railroad shares the span with Railroad Street, on a deck comprised of steel grating, essentially creating a long, highway-rail grade crossing.

It is MHWA's position to assist the City of Rome in all matters related to this project, as it is beneficial to both entities. MHWA is a successor to the 1957 agreement between the City of Rome and New York Central System, which outlined the ownership, maintenance, and funding responsibility for the bridge upon transfer of the property to the City of Rome. If the project is awarded funding, MHWA will assist the City of Rome with administration of the grant, and will provide engineering and construction inspection through our designated consulting engineer. The construction contract for the improvements will also be administered by MHWA unless otherwise agreed to with the City of Rome.

If there are any questions or concerns, please do not hesitate to contact me.

Regards,

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

Christian M. Henrici
GVT Director of Operations & Projects



Genesee Valley Transportation Company, Incorporated
GENERAL OFFICES: 1 MILL STREET, SUITE 101, BATAVIA, NEW YORK 14020-3141
TELEPHONE: 585-343-5398 FAX: 585 343-4369

August 11, 2015

Mr. Dennis Elias
Erdman Anthony
145 Culver Road, Suite 200
Rochester, NY 14620

Re: 5-Year Agreement for Engineering Services

Dear Mr. Elias:

As a result of our Request for Qualifications-Engineering Services, Genesee Valley Transportation Company, Inc. has selected Erdman Anthony to be its provider of general engineering services for a period of 5 years, effective this date. We would like Erdman to assist GVT in all manner of engineering as related to our business.

As you know, GVT undertakes a wide variety of projects throughout the seasons, including NY State funded projects. We have been very pleased with your past endeavors and would like Erdman to continue to work with us. Thank you.

Respectfully,

Christian M. Henrici
GVT Director of Projects

Copy: G. Ferguson

REGISTRY NO. 114 913

NEW YORK CENTRAL SYSTEM

Bm 220 6470

New York, August 20, 1957
JAH:ek



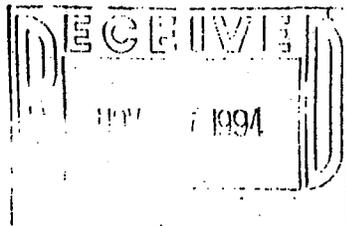
Mr. C. T. Ireland, Jr.

By deed of dedication dated May 17, 1957 which was delivered August 1, 1957 by The New York Central Railroad Company to the City of Rome, the Railroad dedicated all those two certain parcels of land situate in the City of Rome, Oneida County, New York, comprising a portion of the right-of-way of the Rome Old Line Branch of The New York Central Railroad Company, including Bridge OL No. 546 carrying its railroad tracks over and across the Mohawk River connecting the two parcels of land; Parcel No. 1 containing 45,250 square feet, more or less, and Parcel No. 2 containing 77,840 square feet, more or less, as more fully described in the above mentioned deed.

I attach hereto original agreement dated July 10, 1957 between The New York Central Railroad Company and City of Rome whereby the railroad shall maintain the structural parts of Bridge OL No. 546 dedicated by the above mentioned deed in such manner and at such times as the Chief Engineer of the Railroad shall deem necessary and the City shall reimburse the Railroad for the cost of such maintenance. Except in an emergency, all inspections of said bridge in connection with the maintenance thereof made by the Chief Engineer of the Railroad shall be conducted with the Chief Engineer of the City.

Will you please forward to all interested departments a copy of this agreement. I will arrange for distribution of an abstract of the deed.

J. O. Bois
J. O. Bois



the City of Rome, that a public hearing will be held in the Common Council Chambers, City Hall, Rome, New York, at 7:30 P. M., (EDT) August 19, 1957, at which time and place the Common Council will meet to make a determination in respect to the paving of Chatham Street from East Garden Street to East Linden Street by a 3" Hot Plant Mix Black Top on 12" Compacted Gravel Base, with concrete curbs and to a width of 28 feet.

Seconded by Councilman Sleeman.

Ayes: Councilman Fielding, Rees, Shulkin, Sleeman, Tosti, Wardwell, Boswell and Herbst.

Noes: None.

Adopted.

Resolution No. 86

A resolution authorizing the City Manager to execute an agreement with the New York Central R. R. System regarding the westerly extension of Railroad Street.

By Councilman Herbst:

BE IT RESOLVED, that the City Manager is hereby authorized and directed to enter into an agreement with the New York Central System relative to the extension of Railroad Street, said agreement to be as follows:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, nineteen hundred and fifty-seven,

BETWEEN—THE NEW YORK CENTRAL RAILROAD COMPANY, a corporation organized and existing pursuant to the laws of the State of New York and other States, having its principal office at Number 575 Broadway in the City and County of Albany and State of New York, hereinafter called the Railroad, party of the first part, and City of Rome, a municipal corporation in the County of Oneida and State of New York, hereinafter called the City, party of the second part,

WHEREAS, the Railroad has by deed dated _____, 1957, dedicated to the City for public highway purposes, two certain parcels of land and the bridge over the Mohawk River connecting said parcels, comprising a portion of the right-of-way of the Rome Old Line Branch of the Railroad located between Mill and Bouck Streets in the City of Rome, County of Oneida and State of New York, as more fully described in said deed; and

WHEREAS, the Railroad has reserved the permanent and perpetual right and easement to operate its railroad over said parcels and bridge, all as more fully described in said deed; and

WHEREAS, the parties hereto desire to set forth their respective rights and obligations as to the maintenance and use of said parcels and bridge: Now, therefore,

THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained and the sum of ONE DOLLAR (\$1.00) paid by each party to the other, receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. The Railroad shall maintain the structural parts of bridge O. L. No. 546 dedicated by deed dated _____, 1957, in such manner and at such times as the Chief Engineer of the Railroad shall deem necessary and the City shall reimburse the Railroad for the cost of such maintenance. Except in an emergency, all inspection of said bridge in connection with the maintenance thereof made by the Chief Engineer of the Railroad shall be conducted with the Chief Engineer of the City;

2. THE City shall submit any plans and specifications for the construction of any roadway on said dedicated bridge and/or parcels of land, to the Chief Engineer of the Railroad for his approval, and shall carry out said construc-

Boyd
DAM

Boyd
DAM

9
9

Boyo
AM L.P.
Boyo
DAM
L.P.

tion in a safe manner satisfactory to the Chief Engineer of the Railroad;

3. THE City shall install and maintain manually operated and controlled traffic signals at each end of said bridge which signals shall be manually controlled by switch crews of the Railroad and maintain and keep in safe condition any roadway constructed on said dedicated bridge and/or parcels of land; such maintenance shall include but not be limited to, removal of snow and ice from any roadway constructed on said bridge and/or parcels of land;

4. THE City shall not impose or levy any special or local benefit assessment or tax for local improvements against any property of the Railroad lying within said City for the construction or maintenance of any roadway or other improvement on or to said bridge or parcels of land. Consistent with existing law, the City shall consider itself owner of the said bridge and parcels of land and shall not include said bridge or parcels on its assessment rolls in the name of the railroad for property tax purposes so long as the City continues to hold title thereto. Consistent with existing law, the City shall assess no special franchise tax against the Railroad and shall not maintain before any State of New York assessing agency a position inconsistent with fee ownership of said bridge and parcels by the City except insofar as the reserved easement is concerned.

5. THAT title to the ballast, ties, rails, rail fittings, poles, pole lines, wires, signals, signal installations, switches, fences and any other similar property and fixtures used for railroad purposes shall remain and be in the Railroad. These items will be maintained by the Railroad;

6. THAT pavements, sewers, water mains now existing or to be constructed within the dedicated area shall be owned and maintained by the City and the City shall save the Railroad harmless

from any cost incurred in making changes to its track or structures by reason of the construction, repair, maintenance or renewal of such city-owned facilities. All new installations by the City which may affect the operating tracks of the Railroad shall be subject to approval by the Chief Engineer of the Railroad;

7. THAT all construction and maintenance in connection with the installation of service lines of all privately-owned Utilities shall be subject to the approval of the Chief Engineer of the Railroad and all costs pertaining to such installations, including any costs of changes in Railroad facilities made necessary thereby, shall be at the sole cost and expense of the owning and/or operating Utility;

8. THAT the terms and provisions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective Corporate Seals to be hereunto affixed and these presents to be signed by their respective duly authorized officers the day and year first above written.

THE NEW YORK
CENTRAL RAIL-
ROAD COMPANY

Attest: By _____
President

Secretary
CITY OF ROME

Attest: By _____
City Manager

STATE OF NEW YORK }
COUNTY OF ONEIDA }

On this _____ day of _____, nineteen hundred and fifty-seven, before me came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ president of THE NEW YORK CENTRAL RAILROAD COMPANY, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal

affixed to said instr corporate seal; that fixed by authority of Directors of said and that he signed b to by like authority

STATE OF NEW Y
COUNTY OF ONE

On this _____ day nineteen hundred a before me came _____ to me known and k be City Manager ROME, who, being sworn, did depose he resides at _____ that he is the Cit City of Rome, one tions described in; cuted the foregoi and knows the thereof; that the se foregoing instrum porate seal of the and was affixed the ity of the Comm said City, and the name thereto as C like authority.

Seconded by Co

Ayes: Councilr
kin, Sleeman, Tos

Noes: Council
Wardwell and Bo

Adopted Five (

Resolution

A resolution
public hearing
to the paving
Street from C
Streets.

By Councilman V

WHEREAS, a r received from pro regard to a requ roll Street from Cedar Street by Mix Black Top oi Gravel Base, storm water se width of 28 feet,

WHEREAS, a

1150

Boyo
DAM

rrred in making k or structures onstruction, re- or renewal of facilities. All by the City the operating road shall be al by the Chief ailroad;

nstruction and onnection with service lines of d Utilities shall approval of the f the Railroad ining to such in- ing any costs of road facilities hereby, shall be d expense of the erating Utility;

irms and provi- ement shall in- of and be bind- ctive successors parties hereto.

WHEREOF, the ve caused their rate Seals to be and these pres- by their respec- ized officers the t above written.

THE NEW YORK CENTRAL RAILROAD COMPANY

President

CITY OF ROME

City Manager

NEW YORK } NEIDA }

ay of d and fifty-seven,

ho, being by me depose and say t

president of ORK CENTRAL MPANY, one of described in, and the foregoing in- e knows the seal ion; that the seal

affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name there- to by like authority.

STATE OF NEW YORK } COUNTY OF ONEIDA }

On this day of nineteen hundred and fifty-seven, before me came to me known and known to me to be City Manager of CITY OF ROME, who, being by me duly sworn, did depose and say; that he resides at that he is the City Manager of City of Rome, one of the corporations described in and which executed the foregoing instrument, and knows the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of the City of Rome, and was affixed thereto by authority of the Common Council of said City, and that he signed his name thereto as City Manager by like authority.

Seconded by Councilman Tosti.

Ayes: Councilman Rees, Shulkin, Sleeman, Tosti and Herbst.

Noes: Councilman Fielding, Wardwell and Boswell.

Adopted Five (5) to Three (3).

Resolution No. 87

A resolution authorizing a public hearing in reference to the paving of Carroll Street from Oak to Cedar Streets.

By Councilman Wardwell:

WHEREAS, a petition has been received from property owners in regard to a request to pave Carroll Street from Oak Street to Cedar Street by a 3" Hot Plant Mix Black Top on 12" Compacted Gravel Base, concrete curbs, storm water sewers and to a width of 28 feet, and

WHEREAS, a public hearing

must be held on the proposed improvement, now, therefore,

BE IT RESOLVED, that the City Clerk be, and he hereby is, authorized and directed to publish, for at least three times a week during two successive weeks, a notice in the Rome Daily Sentinel, the official newspaper of the City of Rome, that a public hearing will be held in the Common Council Chambers, City Hall, Rome, New York, at 7:30 P. M., (EDT) July 15, 1957, at which time and place the Common Council will meet to make a determination in respect to the paving of Carroll Street from Oak Street to Cedar Street by a 3" Hot Plant Mix Black Top on 12" Compacted Gravel Base, concrete curbs, storm water sewers and to a width of 28 feet.

Seconded by Councilman Fielding.

Ayes: Councilman Fielding, Rees, Shulkin, Sleeman, Tosti, Wardwell, Boswell and Herbst.

Noes: None.

Adopted.

Resolution No. 88

A resolution authorizing a water payment refund to Roy Goodman.

By Councilman Rees:

WHEREAS, the Commissioner of Finance has reported that Roy Goodman has been erroneously charged for usage of water from January 1, 1954, to May 1, 1957, in the amount of \$26.29, and

WHEREAS, a refund is now due, now, therefore,

BE IT RESOLVED, that the Commissioner of Finance be authorized and directed to refund the sum of \$26.29, to Roy Goodman and charge the same to Appropriation Code No. 90-1;400-2-2.

Seconded by Councilman Tosti.

Ayes: Councilman Fielding, Rees, Shulkin, Sleeman, Tosti, Wardwell, Boswell and Herbst.

Noes: None.

Adopted.

305
DAM

February 4, 2019

Christian M. Henrici
Director of Projects and Operations
Mohawk, Adirondack & Northern Railroad Corp.
1 Mill Street, Suite 101
Batavia, New York 14020

SUBJECT: Proposal for Engineering Services
Railroad Street Bridge over the Mohawk River
Rome IT MP 2.56, BIN 2206470
PIN 2935.69.301, NBRC18GNY07
Rome, NY

Dear Chris:

Erdman Anthony is pleased to submit the following proposal in response to your request for engineering services. The following sections summarize the services and deliverables anticipated to be provided to Mohawk, Adirondack & Northern Railroad Corp. (MHWA) for the above-referenced project.

Project Understanding

The project involves the preliminary engineering, final design, construction, and inspection of repairs to the Railroad Street Bridge (BIN 2206470) over the Mohawk River in the City of Rome, Oneida County.

The City of Rome (City) owns and has maintenance jurisdiction over the bridge and Railroad Street. Railroad Street is parallel to MHWA's Rome Industrial Track and crosses the track directly on the bridge at MP 2.56. The bridge is unique in that the highway surface is shared with the railroad deck and essentially forms a parallel grade crossing at the bridge. The condition of the bridge continues to deteriorate since the last rehabilitation in 1999 and will become critical in the next several years. The open steel floor and significant salt deposits contribute to the deterioration much more rapidly than typical for a railroad bridge that is not exposed to deicing agents.

The project is being funded by grants from the Northern Border Regional Commission (NBRC) and NYS Department of Transportation (NYSDOT). The total project cost is estimated at \$1,222,121 for engineering, construction, and construction inspection. If the scope of required repairs exceeds the available funding, the work may be phased and additional funding may be pursued at a future date.

The City is partnering with MHWA to advance the project through an existing, cooperative maintenance agreement. MHWA staff will assist the City with administration of the grant and provide management, engineering, and inspection services through the completion of the project.

Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration.

Scope of Work and Deliverables

Standards and Procedures:

All evaluation and design work will be progressed in accordance with the following guidelines, as appropriate:

- AREMA *Manual for Railway Engineering*
- AREMA *Bridge Inspection Handbook*

- 49 CFR Part 213 *Track Safety Standards*
- 49 CFR Part 214 *Railroad Workplace Safety*
- 49 CFR Part 237 *Bridge Safety Standards*
- MHWA *Bridge Management Program*

Erdman Anthony will perform the following services under the direction of a professional engineer or land surveyor, as appropriate, licensed to practice in the State of New York.

General and Administrative:

- Coordinate and schedule work, including work to be performed by subconsultants and/or subcontractors.
- Prepare for and attend two (2) coordination and review meetings. Meetings may be held to present, discuss, and receive direction on the progress and scheduling of work in this agreement; discuss and resolve comments resulting from review of project documents, NYSDOT review, and coordination with other agencies.
- Prepare and submit a Cost Control Report and a Progress Report in a format approved by MHWA and the City on a monthly or as-needed basis.
- Prepare and submit quarterly reports, final reports, and other grant requirements to maintain good standing with the grants.

Data Collection:

- Review available record drawings, valuation maps, inspection reports, and photographs of the structures.
- Request record drawings from utilities.
- Perform supplemental topographic survey of the superstructure, abutments, track, and other pertinent features within the right-of-way for a 100-foot distance on either side of the bridge.
- Prepare design mapping in AutoCAD format at a scale suitable for presentation of the work. Mapping provided by the City will be supplemented.
- Delineate the drainage area of the bridge and prepare estimated peak flows and flood elevations.
- Perform a site visit to observe field conditions, verify dimensions, geometry, and structural conditions.

Preliminary Design:

- Identify the applicable design standards to be used for this project and establish project-specific design criteria.
- Perform a Load Rating analysis of the bridge to determine Normal and Maximum Ratings with applicable speed restrictions.
- Summarize the work done in a brief Load Rating summary. Recommendations for strengthening or replacement of any members required to obtain an unposted condition will be included.
- Develop alternative Plans, Profiles, and Typical Sections based on the preliminary scope of work prepared by Erdman Anthony in 2018. Alternatives will be studied in order to evaluate options to reduce long-term maintenance of the bridge and increase safety. Alternatives are expected to include:
 - Replacement of the open grid deck in-kind.
 - Replacement with a filled grid deck, exodermic deck, or similar system.
 - Narrowing of the traveled way to separate the highway traffic from the rail traffic by creating a one-lane bridge.
 - Removal of the abandoned walkway and relocation of the water main to the outside fascia.
 - Upgrading of the bridge railing and approach railing to current standards.
- Provide an Engineer's Opinion of Probable Cost (OPC) for the recommended work for scoping purposes.
- Meet with MHWA and City of Rome to discuss the alternatives, using the Concept Plans as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, impacts, constructability, and problem areas of each. From these concepts one design alternative will be selected for further development.

Environmental:

- Perform screenings for general ecology and endangered species, ground water, surface water, state wetlands, floodplains, coastal zone management, navigable waterways, and critical environmental areas using NYSDEC ERM.
- Perform screenings for federal jurisdictional wetlands and federal endangered species using USFWS NWI.
- Prepare submittal package and coordinate with SHPO for Letter of No Effect on historic or cultural resources.
- Assess permitting needs for the anticipated repair work, including NYSDEC Article 24 Freshwater Wetlands Permit, USACE Section 404 Permit, NYSDEC Section 401 Water Quality Certification, or NYSDEC Article 15 Permit.
- Prepare and submit permit applications on behalf of City of Rome, address comments, and submit notices to ENB and local paper as needed for individual NYSDEC permits as needed.
- Submit notices of start and completion of work during the construction phase.

Right-of-Way:

- Establish approximate existing right-of-way based on valuation maps.
- Evaluate the need for proposed right-of-way acquisitions to construct the improvements.

Detailed Design:

- Prepare Preliminary Bridge Rehabilitation Plans to show basic concepts and major details; environmental impacts; and traffic control provisions.
- Prepare Dap Plan for the replacement of bridge ties and incidental track work.
- Submit plans to MHW and City of Rome and incorporate any comments.
- Prepare construction specifications based on NYSDOT Standard Specifications where feasible. Special Specifications will be prepared in NYSDOT format as required.
- The approved plans will be developed to the Advanced Detail Plan (ADP) stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.
- Submit the ADPs to MHW and City of Rome for review.
- Modify the design to reflect the review of the ADP package.
- Update the OPC for the project.
- Coordinate with affected utility companies to facilitate the timely relocation of utility poles and appurtenances.
- Prepare and submit a water main relocation report and application to the NYSDOH.
- Prepare a complete package of bid-ready contract documents. The package will include: invitation to bid, instructions to bidders, bid proposal, contract language (including applicable state provisions and prevailing wage rates), special notes, specifications, contract drawings, permit requirements, and other pertinent information.
- Submit the contract documents to MHW and City of Rome for approval.

Advertisement, Bid Opening and Award:

- Prepare the advertisement for bids to be placed in the official local newspaper or publication identified by the City of Rome. The ad will be submitted for review and will be revised to reflect comments generated by that review. Upon approval by funding agencies, the advertisements will be run.
- Prepare and distribute bid documents to potential bidders.
- Prepare for and attend a pre-construction meeting.
- Respond to questions or requests for clarification from planholders.
- Prepare addenda as required to modify the contract documents.
- Attend the bid opening to be held by City of Rome.
- Analyze the bid results, including verifying the low bidder, verifying receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.), breaking the low bid into fiscal shares, determining whether the low bid is unbalanced for pay items bid more than 25% over the estimate of probable construction cost, determining appropriateness of price bid for work in the item, determining whether the low bidder is qualified to perform the work.

- Prepare a recommendation for award and submit to City of Rome for concurrence.
- Coordinate with the contractor to collect pertinent insurance certifications and bonds.
- Issue the Notice of Award and Notice to Proceed.

Construction Support:

- Provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.
- Conduct on-site field reconnaissance and, where required, prepare field change sheets modifying pertinent contract plan sheets.
- Interpret and clarify design concepts, plans and specifications.
- Review and approve structural shop drawings for construction.

Construction Observation:

- Provide contract administration and construction observation services at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the City and Erdman Anthony, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Erdman Anthony to become familiar with the Work in progress and to determine if the Work is proceeding in general accordance with the Contract Documents.
- Keep MHW and City informed about the progress of the Work and advise of any observed deficiencies in the Work.
- Maintain project records, process payments, periodically observe the construction work and on-site field tests of materials and items of work incorporated into the contract consistent with NYSDOT policies and the specifications and plans applicable to the project.
- Take measurements and collect information to prepare reports, monthly and final payment estimates, survey notes, record plans showing significant changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for completion of records of the contract.
- Submit the final payment estimate of the contract to City within four (4) weeks of the date of contract acceptance.
- Assist City with monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract.

Estimating & Technical Assumptions

The following assumptions were made in the determination of the above-defined Scope of Services and form the basis of the anticipated schedule of work to be completed as well as the proposed fee for professional services:

- The duration of the project will be 18 months.
- The duration of construction will be 6 months.
- One (1) scoping alternatives meeting will be held in Rome.
- Two (2) detailed design review meetings will be held at the ADP and PS&E stages in Rome.
- One (1) pre-bid meeting will be held in Rome.
- One (1) pre-construction meeting will be held in Rome.
- Twelve (12) bi-weekly progress meetings will be held during the course of construction.
- Construction observation will be required for 3 days per week for a period of 6 months for a total of 618 hours.
- One (1) NYSDOT Highway Work Permit will be required for detour signing.
- SEQRA classification is a Type II and will not require further coordination with interested/involved agencies.
- NEPA classification is a Categorical Exclusion.
- Railroad Protective Liability Insurance will not be required.
- NYS prevailing wage rates and fringe benefits do not apply for survey fieldwork.



- No right-of-way acquisitions are required.
- No public information meetings or hearings are required.
- Project will be bid under separate contracts for track work and bridge work.
- Bid documents will be broken out by Base Bid and Add Alternates for lower priority work in order to fit the available funding.
- It is preferred that the construction contract be let by MHWa rather than the City, if acceptable to all funding agencies.
- No D/M/WBE participation is included. No subconsultants or subcontractors are currently proposed; however, if the need arises M/WBE firms will be solicited.

Schedule

A detailed schedule of project milestones will be developed upon authorization. It is anticipated that the project will be put out to bid in the Fall of 2019 and construction will be complete in Summer 2020.

Compensation

Erdman Anthony proposes to provide the services described above for the following lump sum fees including all travel, subsistence, and incidental costs.

General and Administrative.....	\$12,830
Data Collection.....	\$9,570
Preliminary Design.....	\$40,270
Environmental.....	\$8,230
Right-of-Way.....	\$600
Detailed Design.....	\$83,700
Advertisement, Bid Opening and Award.....	\$6,800
Construction Support.....	\$19,400
Construction Observation.....	\$70,800
Total	\$252,200

Proposal Acceptance

This proposal and attached Standard Contract Terms and Conditions, dated May 2016, are intended to represent the entire contractual relationship between Mohawk, Adirondack & Northern Railroad Corp. and Erdman Anthony.

If Mohawk, Adirondack & Northern Railroad Corp. concurs with and accepts the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided, and this proposal and attached Standard Contract Terms and Conditions shall become an executed Contract. Receipt of an original signed copy of this Contract to furnish the services described herein shall constitute Erdman Anthony's Authorization to Proceed with the work.



Sincerely,

A handwritten signature in cursive script that reads "Dennis J. Elias".

Dennis J. Elias, PE
Senior Associate

ERDMAN ANTHONY

enc: Standard Contract Terms & Conditions

© 2019 Erdman Anthony

Accepted for Mohawk, Adirondack & Northern Railroad by:
Corp. _____

A handwritten signature in cursive script that reads "C.M. Henrich".

(Signature)

C.M. HENRICH

(Printed Name)

DIRECTOR OF OPERATIONS & PROJECTS

(Title)

01/17/20

(Date)

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



Project Name: Railroad Street Bridge over the Mohawk River
Rome, NY

Section 1. Services. Erdman Anthony shall provide Mohawk, Adirondack & Northern Railroad Corp. (hereinafter called the Client) with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the Terms and Conditions set forth herein. Erdman Anthony's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The Proposal, together with these Terms and Conditions supersede all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and acknowledged by both Client and Erdman Anthony.

In performing the services required by this Agreement, Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, Erdman Anthony makes no express or implied warranties with regard to the Agreement or the Services performed or required by this Agreement.

In the event that Erdman Anthony and Client have not executed this Agreement, the Client's authorization to Erdman Anthony to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

Section 2. Construction Observation Services. Where such services are expressly included in the Proposal or in a written amendment thereto, Erdman Anthony will observe the work of the contractor at intervals agreed to in writing between Erdman Anthony and Client to determine and report to Client whether the work of the contractor is proceeding in such a way that, when completed, it will be in general compliance with such drawings and specifications. Such observations shall be limited only to those specific aspects of work that are identified in the Proposal or any written amendment. Erdman Anthony's Observation Services do not include exhaustive or on-site inspection of the work of the contractor nor any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Erdman Anthony will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall Erdman Anthony have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, or for the contractor(s)'s safety programs or procedures at the site.

Section 3. Opinions of Probable Construction Cost. Any cost estimates prepared by Erdman Anthony are based upon standard engineering practice. Client recognizes that Erdman Anthony has no control over the pricing in the marketplace and that Erdman Anthony cannot warrant or guarantee that Client will obtain these costs at the time of bidding. Any cost related to redesign of the project subsequent to bidding to lower the project cost will be considered additional services for which Erdman Anthony will be entitled to additional compensation.

Section 4. Invoices, Payments. Client will pay Erdman Anthony for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for Erdman Anthony's services will be submitted on a monthly basis. Client shall promptly review Erdman Anthony's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Erdman Anthony within fourteen (14) days of Client's receipt of invoice. Payment for all invoices will be due upon receipt of the invoice by Client. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment of any invoice to Erdman Anthony shall be taken to mean that the Client is satisfied with Erdman Anthony's services, and is not aware of any deficiencies in those services. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month (or part thereof) or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



Timely payment to Erdman Anthony in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Erdman Anthony. If Client fails to make payment when due, Erdman Anthony may, at its option and at any time, and without waiving any other rights or claims against Client, and without thereby incurring any direct or consequential liability to Client, elect to either suspend or terminate performance of services upon ten (10) days prior written notice by Erdman Anthony to Client. Such termination or suspension shall be effective at the end of such ten (10) day notice period without further notice unless all sums due and owing as of the end of such ten (10) day notice period have been paid in full.

Should the Proposal include a retainer amount (Retainer), Erdman Anthony may, at its option, and without waiving any other rights or claims against the Client, and without thereby incurring any penalty or any other liability to Client, elect to suspend performance of services if, at any time, the total amount of outstanding invoices and services in progress is equal to or exceeds the amount currently available under the Retainer. At Erdman Anthony's sole discretion, suspension of services may continue until such time as Client has paid all outstanding invoices and work in progress and the Retainer is fully restored.

Erdman Anthony reserves the right to withhold stamping of drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

If Erdman Anthony institutes a suit to enforce payment terms outlined in these Standard Terms and Conditions and then prevails in that suit, Erdman Anthony shall be entitled to recover all expenses of litigation, attorney's fees, and court costs from Client in addition to the payments due Erdman Anthony.

Section 5. Limitations of Remedies. The Client shall promptly report to Erdman Anthony any defects or suspected defects in Erdman Anthony's services of which Client becomes aware, so that Erdman Anthony may take measures to minimize the consequences of such defect. Client further agrees to impose a similar notification requirement on all contractors retained by the Client and shall require all subcontracts at any level to contain a like requirement. Failure by Client and the Client's contractors or subcontractors to notify Erdman Anthony of such defects in a timely fashion shall relieve Erdman Anthony of the costs of remedying the defects above the sum such remedy would have cost had prompt notification had been given.

Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Erdman Anthony, its employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

To the fullest extent permitted by law, the Client agrees to limit Erdman Anthony's liability to the Client for damages or any otherwise recoverable expenses incurred by Client as the result of the conduct of Erdman Anthony or its subconsultant under any theory of the law to an equal of two (2) times the amount of Erdman Anthony's fee for this project. This limitation shall apply regardless of the cause of action or legal theory asserted. Client has carefully reviewed this clause and has determined that it will accept that the amount of the limitation of liability as reasonable, notwithstanding the amount of damages or expenses that it might incur as the result of the conduct of Erdman Anthony or its subconsultants.

Section 6. Insurance. Erdman Anthony maintains Workers Compensation Insurance, with respect to its employees with statutory required limits. Erdman Anthony also maintains Automobile Liability insurance and General and Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to Client upon request. Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project.

Section 7. Project Site. The Client shall be responsible for acquiring and providing timely project site access authorization for Erdman Anthony as may be needed to facilitate performance of services described in Section 1.

Section 8. Information Provided by Others. Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions provided by Client unless the Proposal expressly states otherwise.

Section 9. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Erdman Anthony, in any form, including machine-readable format (collectively "Documents"), are instruments of Erdman Anthony's services and shall remain the sole property of Erdman Anthony. Erdman Anthony retains all ownership and all other rights, including copyrights, in all such documents.

The documents are prepared for use on this Project and at the Site identified in the Proposal only and are not appropriate for use on any other project or at any other site, or for any purpose other than as defined by the Scope of Services, except by the agreement in writing with the appropriate compensation to Erdman Anthony.

Where Erdman Anthony agrees to supply some or all of the Documents in machine-readable format (hereinafter "machine-readable media"), the parties understand and agree that any Documents supplied in such machine-readable format are so supplied as a convenience to the recipient. Such documents are not intended to replace the printed forms of such Documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of Documents supplied in machine-readable format. The recipient shall be solely responsible for comparing the output of the machine-readable media with the printed Documents designated by Erdman Anthony as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine-readable media for the limited purpose agreed to by Erdman Anthony and shall not alter, mediate or change the contents of such machine-readable media in any way, or transfer to others, without the express written approval of Erdman Anthony.

Any use of the documents or the information or data contained therein, in violation of this Section or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Erdman Anthony is expressly prohibited. Such prohibited use is at the sole risk of the user, and Erdman Anthony is released from any liability for damages arising from such use. Client shall indemnify and save harmless Erdman Anthony from and against any and all claims, damages, judgments, demands, liabilities, costs or expenses (including reasonable attorney's fees and other defense costs) arising from any changes made by anyone other than Erdman Anthony or from reuse of the documents without prior written consent of Erdman Anthony.

Section 10. Client's Duty to Notify Erdman Anthony of Hazards. Client represents and warrants that it will provide Erdman Anthony with any and all information known to or suspected by Client, with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials or pollutants and 2) to disclose the location and quantity of all previously installed asbestos-containing materials or presumed asbestos-containing materials in their facility.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, Erdman Anthony shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal upon ten (10) days of Erdman Anthony's written notice of intent to terminate, unless Erdman Anthony and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Erdman Anthony not having reached a new, mutually satisfactory revision of their agreement.

Section 11. Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Erdman Anthony agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties shall share the mediator's fee equally. The party initiating the mediation shall be liable for any filing fee. In no event shall the demand for mediation be made after the date when institution of legal proceedings would be banned by the applicable statute of limitations.

The Client and Erdman Anthony further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so

STANDARD CONTRACT TERMS AND CONDITIONS
CONTROLLED DOCUMENT



retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Section 12. Governing Law. The Client and Erdman Anthony agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State in which the site is located.

Section 13. Firm Publicity. Erdman Anthony has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Client agrees that Erdman Anthony has the authority to utilize Client's name as a Client and general description of the project work or service performed as references. Client hereby authorizes Erdman Anthony to place a sign on the property, at Erdman Anthony's expense and subject to local permitting requirements, during the design and construction phases to advertise that Erdman Anthony has provided professional services for the project.

Section 14. Assigns. Neither the Client nor Erdman Anthony may delegate, assign, sublet, or transfer its duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

Section 15. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Erdman Anthony.

Section 16. Severability. In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

Section 17. Termination, Suspension. This Agreement may be terminated or suspended by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms. In the event of suspension under these conditions, neither party shall have any liability to the other for any delay or damage as a result of such suspension. This Agreement may be terminated by the Client upon at least ten (10) days written notice to Erdman Anthony in the event that the Project is permanently abandoned. Erdman Anthony shall be compensated for the services performed up to the time written notice of termination or suspension is actually received, together with reimbursable expenses then due and reasonable termination or suspension expenses directly associated with the termination or suspension. Erdman Anthony's commitments as set forth in this Agreement are based on the expectation that all of the services described in the Proposal will be provided. In the event Client later elects to reduce Erdman Anthony's scope of services, Client hereby agrees to release, hold harmless, and indemnify Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

END OF STANDARD CONTRACT TERMS AND CONDITIONS.

RESOLUTION NO. 51

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH CONTINUUM SYSTEMS
FOR AN AMOUNT NOT TO EXCEED \$1,453.53.**

By _____:

WHEREAS, Chief of the Rome Police Department Kevin Beach, has recommended that the City of Rome, New York, retain the services of Continuum Systems for equipment maintenance of Audiolog, for a total amount not to exceed \$1,453.53; 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 Audiolog, for a total amount not to exceed \$1,453.53, pursuant to the attached Agreement Renewal Invoice, which is made part of this Resolution. Said agreement shall be effective 5/1/2020 – 5/1/2021.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Agreement Renewal Invoice

continuum
SYSTEMS

2401 BURNET AVE.
SYRACUSE, NY 13206
www.continuumsys.com
1-800-933-0180

Agreement: CONT003153	03/02/20	Inv# 040822
-----------------------	----------	-------------

REMIT TO: CONTINUUM
P.O. BOX 176
E. SYRACUSE, NY 13057

P.O. Number: ANNUAL MAINTENANCE

ROME POLICE DEPARTMENT 301 N. JAMES ST. ROME NY 13440	125344
---	--------

ROME POLICE DEPARTMENT 301 N. JAMES ST. ROME NY 13440	
---	--

Customer: Tax no 15-6000414
Agreement Period: 05/01/2020 to 05/01/2021 Invoices in Agreement Period: 1
Invoice for Machine Maintenance covering Dates: 05/01/2020 to 05/01/2021

Serial-no	Make Model	Location-of-Machine	Yearly-Amt	Invoice-Amt
000000017517	VERI AUDIO 5000 R	AUDIO 5000 SER REDUND PRO	1,453.53	1,453.53
			Tax	0.00
				=====
Please pay this amount:				1,453.53

RESOLUTION NO. 52

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

By _____:

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

WHEREAS, City Treasurer David C. Nolan has requested that said list be amended so as to reflect the addition of Bernard Kaier and Timothy Reilly of the Rome Fire Department and Josh Solon of the Water Pollution Department and deletion of Ronald Brement; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the list of "Authorized Signers of Purchase Orders and Vouchers", so as to reflect the addition of Bernard Kaier and Timothy Reilly of the Rome Fire Department and Josh Solon of the Water Pollution Department and deletion of Ronald Brement.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 53

**AUTHORIZING THE MAYOR TO EXTEND
AN AGREEMENT WITH SHANNON CHEMICAL CORPORATION.**

By _____:

WHEREAS, pursuant to Board of Estimate and Contract approval, the City of Rome entered into an agreement with Shannon Chemical Corporation on April 26, 2019, for a period of one (1) year effective upon execution, and allowing for one (1) twelve month extension upon mutual agreement of the parties; and

WHEREAS, Butch Conover, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, extend the Agreement with Shannon Chemical Corporation for the supply and delivery of 5,000 gallons of Liquid Zinc Orthophosphate Corrosion Inhibitor at a price of \$9.07 per gallon for a total agreement amount not to exceed \$43,350.00; 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 Shannon Chemical Corporation for the supply and delivery of 5,000 gallons of Liquid Zinc Orthophosphate Corrosion Inhibitor at a price of \$9.07 per gallon for a total agreement amount not to exceed \$43,350.00.

Seconded by_____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 54

AMENDING RESOLUTION NO. 9 AUTHORIZED ON JANUARY 23, 2020.

By _____:

WHEREAS, pursuant to Resolution No. 9, adopted by the Board of Estimate and Contract on January 23, 2020, the City of Rome was authorized to enter into an agreement with Human Technologies, for cleaning services at the City of Rome Justice Building for a period of one (1) year; and

WHEREAS, due to an error of submission by Human Technologies, the Commissioner of the Department of Public Works has requested an amendment to Resolution No. 9 so as to allow for the pricing to reflect the correct proposal; now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby authorizes an amendment to Resolution No. 9, adopted on January 23, 2020, with terms and pricing more specifically described and pursuant to the attached documentation which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the remainder of Resolution 9, adopted on January 23, 2020 shall otherwise remain as originally adopted.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

1/29/20

HUMAN TECHNOLOGIES

QUOTE NUMBER **ES 200129**

ENVIRONMENTAL SERVICES PROPOSAL

Customer Name City of Rome Justice Department
Mailing Address 301 N. James St. Rome, NY 13440

Contact Name Butch Conover **Title** Public Works Commissioner
Phone 315-339-7635 **Email** bconover@romecitygov.com

Work Location(s) 301 N. James St. Rome, NY 13440

SCOPE OF WORK

Per EXHIBIT A Dated September 2019

Note: No longer includes matting services or floor maintenance (strip&wax/carpet shampooing)

Services will be performed 5 Days a Week, MON-FRI Excluding: All Federal Holidays
 Service Term 1 Year Begins: TBD Ends: TBD

Investment Breakdown:

Supervision & Direct Labor Wages	\$ 1,389.15
Payroll Taxes and Fringe Benefits	\$ 632.37
Equipment Expense	\$ 66.14
Supplies & Chemicals	\$ 323.40
Miscellaneous Expense	\$ 8.35
General & Administrative Overheads	\$ 304.85
Profit	\$ 130.65

Monthly: \$ 2,854.91
Total Term: \$ 34,258.98

Human Technologies believes in full transparency. We are happy to answer any questions you may have.

Prepared by: Alicia Rocco, Manager of Contract Administration & Management
Date submitted: 01/29/2020 **Quote valid until:** 2/28/2020

Upon Acceptance, please return the signed contract to :

Alicia Rocco Manager of Contract Administration & Management aliciar@htcorp.net

Human Technologies Corporation 2260 Dwyer Avenue Utica, New York 13501 www.htcorp.net
Our Mission: Creating Employment for People with Disabilities.

ENVIRONMENTAL SERVICES AGREEMENT

This agreement is entered into by and between Human Technologies Corporation, 2260 Dwyer Avenue, Utica, NY 13501 and
City of Rome Justice Department 301 N. James St. Rome, NY 13440

for services described above, per Quote # ES 200129 dated 01/29/2020.

I. TERM & CONDITIONS

1 Year, beginning TBD and ending TBD.

The actual service start date, if different than the term date, is to be agreed upon by both parties and confirmed in writing.

This agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party. Any and all services provided up to and including last day of service will be paid in full. Agreement termination notice shall be delivered verbally and followed up in writing (email is acceptable). Termination notice must be signed/sent by an authorized customer representative.

Pricing is based on 7-1-19 published NYSDOL Prevailing Wage Schedule. Any future changes to the NYSDOL Prevailing Wage during the term of this contract will require an adjustment submitted to City of Rome Justice Department with supporting or otherwise acceptable documentation by HT within 30 calendar days after publication.

II. INVOICING & PAYMENT

Human Technologies will invoice \$ 2,854.91 at the above address Monthly:, plus tax, if applicable. Payment is expected no more than 30 days after the date of our invoice.

III. HOLD HARMLESS & INDEMNIFICATION

To the fullest extent permitted by law, Human Technologies agrees to indemnify and save City of Rome Justice Department from and against any and all claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements), and liabilities (except to the extent resulting from the intentional or negligent act of City of Rome Justice Department agents, servants or employees) for or in connection with any accident, injury or damage whatsoever caused to any person or property arising out of or occurring as a result of the work performed by Human Technologies under this Agreement.

IV. INSURANCE

Human Technologies Corporation shall maintain, during the term of this agreement, insurance coverage as follows:

- (a) general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate;
- (b) an umbrella policy in such amounts as Human Technologies Corporation shall determine from time to time, but not less than Ten Million Dollars (\$10,000,000);
- (c) workers' compensation and employers' liability coverage as required by law;
- (d) disability coverage as required by law

V. MODIFICATION AND WAIVER

This Agreement supersedes all prior written or oral agreements, if any, between the parties. This Agreement cannot be changed or modified except by a signed written agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the ____ day of _____, 2020. The parties hereto have caused this agreement to be executed by their undersigned, duly authorized officials.

Human Technologies Corporation 2260 Dwyer Avenue Utica, NY 13501

Gregory Frank Chief Operating Officer Signed: _____

City of Rome Justice Department

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company and that this Agreement is binding upon said company in accordance with its terms.

Printed Name _____ Title _____

Signature _____ Dated _____

End of Contract

Cleaning Contract Schedule of Duties

**Rome Justice Building
September-19**

Hallways Police Side:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Remove entrance mats after vacuuming	X					
Dust mop all hard flooring	X					
Auto scrub and detail mop all hard flooring	X					
Touch up entranceway glass	X					
Dust mop and mop elevator	X					
Sweep and mop ALL stairways	X					
Scrape floor with razor to remove any black marks and gum or etc.		Thr				
Court Side Holding Cells & Sherriff's restroom	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Spot clean glass, doors & frames	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
Wash glass, doors & frames					X	
Court Room Areas (upstairs and downstairs):	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash and replace with liner (clean out as necessary)	X					
Dust/clean & arrange furniture	X					
Vacuum floors/carpets	X					
Dust mop/sweep floors	X					
Damp mop floors	X					
Dust all areas (sills, doors & frames, woodwork, etc.)		Wed				
Spot clean walls		Thr				
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	
Judge's Facilities:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Remove cobwebs			X			
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum carpets		X				
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust Walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	

Cleaning Contract Schedule of Duties

Rome Justice Building

September-19

Judges Bathrooms:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
Court Clerks Areas:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum floors/carpets	X					
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	
Juror Facilities (upstairs & downstairs)	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash and replace with liner (clean out as necessary)	X					
Dust walls and cabinets	X					
Dust/clean & arrange furniture	X					
Dust window sills, doors, & frames	X					
Dust mop sweep floors	X					
Refill supplies (PT,TP, soap)	X					
Spot Clean walls & partitions		Thr				
Spot clean glass, doors & frames		Thr				
Dust high ceiling & walls					X	
Dust Light fixtures					X	
Clean/polish & arrange furniture					X	
Office Areas:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash and replace with liner (clean out as necessary)	X					
Vacuum carpets		X				
Dust window sills , doors & frames		Mon				
Dust & adjust window blinds/shades		Tue				
Dust shelving & books		Wed				
Spot clean glass, doors & frames		Thr				
Spot clean walls & partitions			2nd Thr			
Dust Walls, decorations & cabinets				X		
Dust high ceilings & walls					X	
Dust light fixtures					X	
Clean/polish & arrange furniture					X	
Wash glass, doors & frames					X	

Cleaning Contract Schedule of Duties

Rome Justice Building

September-19

Employee Toilets:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
Public Toilets:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash & replace with liner (clean out as necessary/clean chrome can)	X					
Clean sinks, urinals, and toilets	X					
Clean mirrors	X					
Clean & shine chrome sinks and partitions	X					
Resupply paper & soap products	X					
Sweep and damp mop floors	X					
Spot clean walls & disinfect		Mon				
High dust walls and light fixtures			1st Mon			
Dust all vents			1st Mon			
Circulation Public Space:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Empty trash and replace with liner (clean out as necessary)	X					
Dust mop/sweep floors	X					
Clean floors & remove stains	X					
Clean /polish stainless steel kick plates	X					
Clean & disinfect water fountains	X					
Vacuum floor mats/runners	X					
Dust window sills, doors & frames		Mon				
Spot clean walls & partitions		Tue				
Spot clean glass, doors and frames		Wed				
Dust high ceilings & walls					X	
Dust light fixtures					X	
Dust walls, decorations & cabinets					X	
Dust/clean & arrange furniture					X	
Wash glass, doors & frames					X	
Stairs & Landings:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Sweep landings, steps & risers		Wed				
Dust windows, frames & ledges, doors, handrails, fire apparatus, vents, lights			1st Tue			
Dust windows, frames & ledges, doors, handrails, fire apparatus, vents, lights			3rd Tue			
Mop landings, steps & risers			1st Mon			
Mop landings, steps & risers			3rd Mon			
Damp wipe surfaces to door height				X		
Wash & dry all metal surfaces					X	
Hallways-1st and 2nd Floors:	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annually
Dust mop/sweep floors	X					
Clean floors & remove stains	X					
Remove cobwebs	X					
Clean floor mats/runners		Wed				

Cleaning Contract Schedule of Duties

**Rome Justice Building
September-19**

Approved by:

Signature

Date:

Name:

Printed

Title:

Building Deficiencies

Safety Considerations

Equipment/Supply Rooms

Meeting Notes; Completed by ES Manager Monthly Meeting

Date Prepared: January 21, 2020
 Prepared By: Alicia Rocco
 Telephone: 315-570-6903 Email: Aliciar@htcorp.net
 Member Agency: Human Technologies Corp.
 Contracting Agency: Rome Justice Bldg
 Service: Janitorial
 Location: 301 N. James St. Rome, NY 13440
 PRC#: 2012500145

I. LABOR

A. DIRECT LABOR:

Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

DISABLED DIRECT LABOR:

Employee Hours 742 x \$13.80 per hour = \$10,244.64 \$13.80

a. TOTAL DISABLED LABOR HOURS 742

b. TOTAL DISABLED WAGES \$10,244.64

0.38 FTEs (Total # of Disabled Full Time Equivalents [a.TOTAL DISABLED LABOR HRS/1950])

NON-DISABLED DIRECT LABOR

Employee Hours _____ x _____ per hour = \$0.00
 Employee Hours _____ x _____ per hour = \$0.00
 Employee Hours _____ x _____ per hour = \$0.00
 Employee Hours _____ x _____ per hour = \$0.00

c. TOTAL NON-DISABLED LABOR HOURS 0.000

d. TOTAL NON-DISABLED WAGES \$0.00

e. TOTAL DIRECT LABOR HOURS (a+c) 742

f. TOTAL DIRECT WAGES \$10,244.64

0.38 Total # of Full Time Equivalents

100.00% **PERCENTAGE OF DISABLED LABOR HOURS**

a. (Total Disabled Labor Hours) divided by e. (Total Direct Labor Hours) = Percentage of Disabled Labor Hours

B. INDIRECT LABOR:

Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

DISABLED INDIRECT LABOR:

Employee Hours _____ x \$ Amt. _____ per hour = \$0.00

NON-DISABLED INDIRECT LABOR

Employee Hours 371 x \$24.52 per hour = \$9,099.97 \$17.31 *41.63%

g. TOTAL INDIRECT LABOR HOURS 371.183

h. TOTAL INDIRECT WAGES \$9,099.97

SUBTOTAL PAGE 1 - WAGES (f. TOTAL DIRECT WAGES + h. TOTAL INDIRECT WAGES)

\$19,344.60

\$19,344.60

II. EMPLOYEE BENEFITS

A. Workers Compensation

Disabled
inc. in taxes

Non-Disabled
inc. in taxes

B. Medical And Life Insurance

\$0.00

\$0.00

C. Payroll Taxes

Total taxes and Worker's Comp 19.63% X Disabled Payroll \$10,244.64 = \$2,011.02

Total taxes and Worker's Comp 19.63% X Non-Disabled Payroll \$0.00 = \$0.00

D. Non-Statutory

Article 9 Supplemental Benefits H&W \$6.21 \$2,305.04
Article 9 Supplemental Benefits H&W \$1.61 \$597.60

\$0.00
\$0.00

Total Benefits

\$4,913.67

\$0.00

\$4,913.67

III. INSURANCE

Total Insurance

\$0.00

\$0.00

\$0.00

IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

Expensed Equipment	Original Cost	divided by	Useful Life/Yrs	Prorated Annual
				\$
	\$0.00	divided by	0.00	\$793.72
		divided by		
		divided by		

Total Equipment Amortization

\$793.72

V. EQUIPMENT OPERATING COSTS

Total Equipment Operating Costs

\$0.00

VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION

Paper & Plastic Products	\$2,411.56
Cleaning Chemicals	\$1,469.28
Wax & Strippers	\$0.00
Annual Equipment usage Mops, Machine Pads, Etc.	\$0.00

Total Supplies and Non-Amortized Equipment

\$3,880.84

VII. OTHER

DESCRIPTION

DESCRIPTION	Miles	Days Per Week	# of Wks	X	\$ Per Mile		
Uniforms	0				\$0.580	\$100.20	\$0.00

Total Other Expenses

\$100.20

SUBTOTAL

\$29,033.03

VIII. ADMINISTRATIVE OVERHEAD

\$5,225.95

TOTAL \$34,258.98

UNIT PRICE - PER MONTH \$2,854.91

RESOLUTION NO. 55

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH JOHN P. ORILIO, ESQ., FOR LEGAL SERVICES.**

By _____:

WHEREAS, Gerard F. Feeney, Corporation Counsel for the City of Rome, New York, has recommended that the City of Rome retain the professional services of John P. Orilio, Esq., of Utica, New York, as needed, for legal services pertaining to litigation and various legal matters; 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 John P. Orilio, Esq., of Utica, New York, for legal services pertaining to litigation and various legal matters, as needed, at a rate of \$125.00 per hour.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 56

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A CONTRACT FOR VARIOUS INSURANCE PROGRAMS.

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is, hereby authorized to enter into a contract for the City's various insurance coverages, including, *inter alia*: Property, Auto, General Liability, Law Enforcement Liability, Inland Marine, Public Officials Liability and Umbrella, as outlined hereinbelow, for a one-year time period with Haylor, Freyer & Coon of Syracuse, New York, at a total contract price not to exceed \$380,267.77 for the time period of March 8, 2020 until March 8, 2021:

Property	\$ 88,525
Crime	\$ 2,210
Automobile	\$ 151,205
General Liability	\$ 48,482
Umbrella Policy	\$ not applicable
Law Enforcement Liab.	\$ 58,648
Public Officials	\$ 19,726
Inland Marine	\$ 9,218
EDP	\$ included on Inland Marine
DMV Fee	\$ 2,253.77
<u>Terrorism</u>	<u>not included</u>
Total	\$ 380,267.77

The total amount indicated herein includes commission and terrorism coverage along all lines of coverage.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____