

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

AS OPERATING IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER 202.1, AND DUE TO THE CLOSURE OF ROME CITY HALL TO THE PUBLIC, THE BOARD OF ESTIMATE AND CONTRACT MEETING WILL BE CONDUCTED REMOTELY VIA WEBEX AUDIO STREAM VIA TELEPHONE CALL-IN NUMBER **1-408-418-9388**, ACCESS CODE **173 561 9751#**. ALL MEMBERS OF THE PUBLIC THAT WISH TO COMMENT ON A PARTICULAR AGENDA ITEM SHOULD DO SO IN WRITING TO [JGRANDE@ROMECITYGOV.COM](mailto:JGRANDE@ROMECITYGOV.COM) NO LATER THAN 24 HOURS PRIOR TO THE MEETING. ALL COMMENTS RECEIVED WILL BE READ INTO THE PUBLIC RECORD DURING THE PUBLIC COMMENT PORTION OF THE MEETING.

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

**OCTOBER 15, 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**

- Are there any written public comments?

**5. REPORT OF DEPARTMENT HEADS**

**6. RESOLUTIONS**

**RES. NO. 149** AUTHORIZING THE DISCONTINUANCE OF AN UNNAMED ALLEY ON HIGHLAND AVENUE. **Anderson**

**RES. NO. 150** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 113 SECOND STREET FOR \$600.00. **Domenico**

**RES. NO. 151** AUTHORIZING 2020 BUDGETARY TRANSFER. **Beach**

**RES. NO. 152** AUTHORIZING THE CITY CLERK TO READVERTISE AND RESCHEDULE THE BID OPENING DATE AS IT PERTAINS TO RFB-2020-014 THE PREVIOUS ADVERTISING FOR BIDS FOR ZETAG 7587 CATIONIC POLYMER (DRY GRANULATED). **Giardino**

- RES. NO. 153** AUTHORIZING THE CITY CLERK TO READVERTISE AND RESCHEDULE THE BID OPENING DATE AS IT PERTAINS TO RFB-2020-015 THE PREVIOUS ADVERTISING FOR BIDS FOR STAFLOC 8837 (LIQUID). **Giardino**
- RES. NO. 154** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND DELIVERY OF UNIFORMS FOR THE CITY OF ROME FIRE DEPARTMENT (RFB-2020-018). **Giardino**
- RES. NO. 155** AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR SUPPLY AND DELIVERY OF UNIFORMS FOR THE CITY OF ROME CSEA LOCAL 100 FIELD WORKERS AND THE AFSCME LOCAL 1088 EMPLOYEES (RFB-2020-019). **Giardino**
- RES. NO. 156** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSON, INC. (\$60,000.00). **Andrews**
- RES. NO. 157** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DELAWARE ENGINEERING, D.P.C. (\$20,490.00). **Conover**
- RES. NO. 158** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO SNOW AND ICE REMOVALFROM COUNTY HIGHWAYS FOR 2020-2021 SNOW SEASONS. **Conover**

**7. TABLED RESOLUTIONS**

**8. ADJOURNMENT**

**RESOLUTION NO. 149**

**AUTHORIZING THE DISCONTINUANCE OF AN UNNAMED ALLEY ON HIGHLAND AVENUE.**

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

WHEREAS, Doug Matt has requested the sale of a certain city owned parcel of land, said parcel being an unnamed alley located at the rear of 908 & 910 Highland Avenue that borders 903 Jervis Avenue; and

WHEREAS, no plans presently exist or are contemplated for the future of said section of the unnamed alley as a usable alley in the City of Rome, New York; and

WHEREAS, a public hearing was held on said proposed discontinuance has been held pursuant to Section 118 of the Rome City Charter Laws; now, therefore

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York hereby authorizes the discontinuance of an unnamed alley located at the rear of 908 & 910 Highland Avenue, more specifically described as follows:

ALL THAT TRACT OF PARCEL OR LAND, situate in the City of Rome, County, of Oneida and State of New York, being a portion of an alley conveyed to the City of Rome from Edward J. Byam and Jennie Byam by deed dated June 4, 1919, recorded in Book 785, Page 264, known as City View Park.

The portion of said alley being 20 feet more or less in width and 100 feet more or less in length.

BEING A PORTION OF AN UNNAMED ALLEY IN BLOCK "B" 20 FEET IN WIDTH, RUNNING WESTERLY BETWEEN BYAM AVENUE TO THE NORTH AND HIGHLAND (FORMERLY EDWARD OR EDWIN STREET) TO THE SOUTH, COMMENCING AT A POINT WHERE THE NORTHERLY MARGAIN OF HIGHLAND AVENUE INTERSECTS THE EASTERLY LINE OF 908 HIGHLAND AVENUE; THENCE NORTHERLY ALONG SAID EASTERLY LINE 150 FEET MORE OR LESSTO THE SOUTHERLY MARGAIN OF A 20 FOOT ALLEY TO THE POINT OF BEGINNING;THENCE WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE A DISTANCE OF 100 FEET OR MORE OR LESS TO A POINT, THENCE NORTHERLY AT RIGHT ANGLES TO SAID MARGAIN A DISTANCE OF 20 FEET TO THE NORTHERLY MARGAIN OF SAID ALLEY, THENCE EASTERLY ALONG SAID MARGAIN AT RIGHT ANGLES TO THE LAST LINE 100 FEET MORE OR LESS TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO THE LAST LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.04 ACRES MORE OR LESS OF LAND

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

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

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



920 Highland

912 1/4 Highland

910 Highland

914 Highland Ave (Rear)

908 Highland

906 Highland

903 Jervis

911-913 Highland

Highland

HIGHLAND AVE

904 Highland

902 Highlar

1007 Wood

1009 Wood

Jervis



BK-25 F

1.36A(C)

ALLEY

STREET

HIGHLAND AVE

223.015-1-26

223.015-1-24

223.015-1-23

223.015-1-22

223.015-1-21

223.015-1-18

223.015-1-25.1

223.015-1-48

223.015-1-25

223.015-1-24

223.015-1-23

223.015-1-22

223.015-1-21

223.015-1-18

223.015-1-25

223.015-1-24

223.015-1-23

223.015-1-22

223.015-1-21

223.015-1-18

223.015-1-25

223.015-1-24

223.015-1-23

223.015-1-22

223.015-1-21

223.015-1-18

150

48.100

100

150

26  
100

24  
50

23  
50

22  
85.04

170

170.03  
122(S)

50.5  
36

55

245  
50

50.5  
35

50.5  
37

81.3

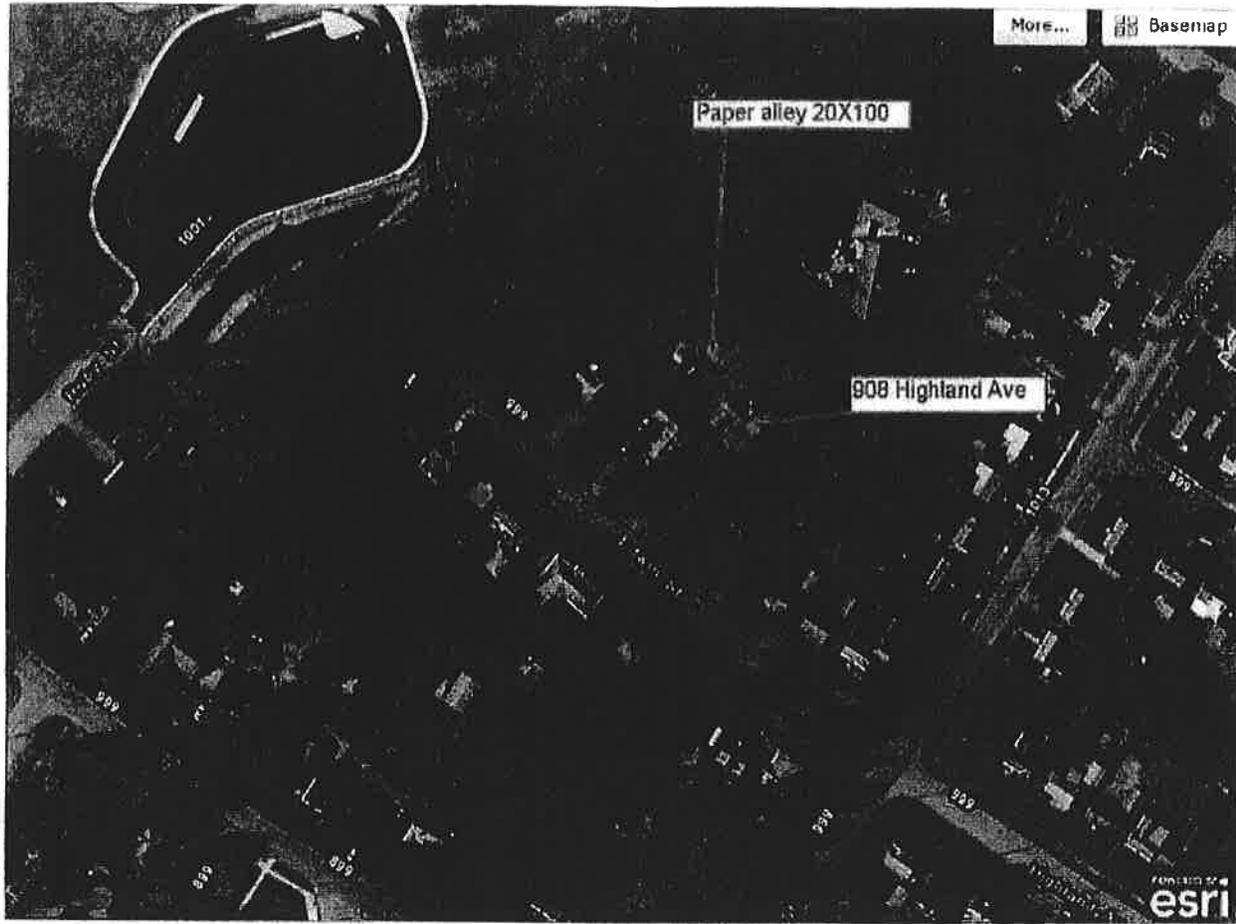
20  
262.83

325.06

183.5

50





**RESOLUTION NO. 150**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE  
THE SALE OF CITY OWNED PROPERTY LOCATED ON 113 SECOND STREET  
FOR \$600.00.**

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 113 Second 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 113 Second Street to the buyer listed in Exhibit A for the monetary consideration of \$600.00, 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 \_\_\_\_\_  
Conover \_\_\_\_\_ Nolan \_\_\_\_\_

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

EXHIBIT "A"

TAX MAP NO. 242.067-0001-055  
PROPERTY ADDRESS: 113 Second Street  
CONSIDERATION: \$600.00  
BUYER: Anthony J. Picente

**RESOLUTION NO. 151**

**AUTHORIZING 2020 BUDGETARY TRANSFER.**

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

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

**REASON: Equipment purchase for two (2) SUV's.**

| <u>FROM CODE NO.</u> |                          | <u>AMOUNT</u> |
|----------------------|--------------------------|---------------|
| AI3120.456           | Police: Lease Account    | \$8,000.00    |
|                      |                          |               |
| <u>TO CODE NO.</u>   |                          | <u>AMOUNT</u> |
| AI3120.414           | Police: Supplies Account | \$8,000.00    |

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

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

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

**RESOLUTION NO. 152**

**AUTHORIZING THE CITY CLERK TO READVERTISE AND RESCHEDULE THE BID OPENING DATE AS IT PERTAINS TO RFB-2020-014 THE PREVIOUS ADVERTISING FOR BIDS FOR ZETAG 7587 CATIONIC POLYMER (DRY GRANULATED).**

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

WHEREAS, the City Clerk was previously authorized and directed to advertise for bids for zetag cationic polymer (dry granulated); and

WHEREAS, the return for bids was scheduled for September 17, 2020 and no such bids were received; now, therefore

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 11:30 a.m. on October 29, 2020, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 11:30 a.m. on the same date and shall be opened by the City of Rome 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 \_\_\_\_\_  
Conover \_\_\_\_\_ Nolan \_\_\_\_\_

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

**RESOLUTION NO. 153**

**AUTHORIZING THE CITY CLERK TO READVERTISE AND RESCHEDULE THE  
BID OPENING DATE AS IT PERTAINS TO RFB-2020-015 THE PREVIOUS  
ADVERTISING FOR BIDS FOR STAFLOC 8837 (LIQUID).**

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

WHEREAS, the City Clerk was previously authorized and directed to advertise for bids for stafloc 8837 (liquid); and

WHEREAS, the return for bids was scheduled for September 17, 2020 and no such bids were received; now, therefore

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 11:30 a.m. on October 29, 2020, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 11:30 a.m. on the same date and shall be opened by the City of Rome 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 \_\_\_\_\_  
Conover \_\_\_\_\_ Nolan \_\_\_\_\_

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

**RESOLUTION NO. 154**

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS  
FOR SUPPLY AND DELIVERY OF UNIFORMS FOR THE CITY OF ROME  
FIRE DEPARTMENT (RFB-2020-018).**

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 supply and delivery of uniforms for the City of Rome Fire Department; 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 11:30 a.m. on November 12, 2020, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 11:30 a.m. on the same date and shall be opened by the City of Rome 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 \_\_\_\_\_  
Conover \_\_\_\_\_ Nolan \_\_\_\_\_

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

**RESOLUTION NO. 155**

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS  
FOR SUPPLY AND DELIVERY OF UNIFORMS FOR THE CITY OF ROME CSEA  
LOCAL 100 FIELD WORKERS AND THE AFSCME LOCAL 1088 EMPLOYEES  
(RFB-2020-019).**

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 supply and delivery of uniforms for the City of Rome CSEA Local 100 Field Workers and the AFSCME Local 1088 employees; 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 11:30 a.m. on November 12, 2020, said bids to be opened in the Common Council Chambers, 2<sup>nd</sup> floor, Rome City Hall, at 11:30 a.m. on the same date and shall be opened by the City of Rome 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 \_\_\_\_\_  
Conover \_\_\_\_\_ Nolan \_\_\_\_\_

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

**RESOLUTION NO. 156**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO AN AGREEMENT WITH GREENMAN PEDERSON, INC. (\$60,000.00).**

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

WHEREAS, Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Greenman Pederson, Inc. for professional services related to the Floyd Avenue/Park Drive corridors complete streets study, at a total amount not to exceed \$60,000.00, with a contract term effective upon execution and to expire upon the completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Greenman Pederson, Inc. for professional services related to the Floyd Avenue/Park Drive corridors complete streets study, at a total amount not to exceed \$60,000.00, with a contract term effective upon execution and to expire upon the completion of the work required, pursuant to the attached Proposal which is made part of this Resolution.

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

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

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

November 7, 2019  
September 22, 2020 revised

Matthew Andrews, Deputy Director of Community and Economic Development  
City of Rome Community & Economic Development  
198 N. Washington Street  
Rome, New York 13440

RE: Complete Streets Study for Floyd Avenue, from Oakwood Street to State Route 825  
City of Rome, NY

Dear Mr. Andrews:

GPI appreciates the opportunity to provide this proposal to perform a Complete Streets Study of Floyd Avenue, from its intersection with Oakwood Street to State Route 825. Our proposed scope of services is as follows:

**Study Background & Purpose** – The Complete Streets Study will analyze the existing conditions and identify alternatives to provide for a safe, attractive and comfortable access and travel for all users of the road. Using a Complete Streets design approach, the study will consider the convenient access and mobility on the road network for motorists, pedestrians, bicyclists and any public transportation users. Currently Floyd Avenue, from Oakwood Street to State Route 825 appears to adequately serve the needs of motorized travel and partially serve the needs of pedestrian travel. However, alternative modes of transportation such as bicycling is less accommodating. The existing roadway and adjacent land use characteristics are as follows:

- Floyd Avenue at the intersection with Oakwood Street is a 4-way intersection controlled by a traffic signal system. The intersection does provide pedestrian accommodations at all four legs that includes high-visibility crosswalks, ramps with detectable warning fields, and two pedestrian push-button and walk/no walk symbols. Dedicated left turn only lane is provided on the southbound and northbound approaches on Oakwood Street. The westbound approach on Floyd Avenue includes a dedicated right turn only lane. Other signalized intersections include at Park Drive, Bell Road and State Route 825.
- Floyd Avenue also intersects with Parkway, Leffingwell Avenue, Lori Lane, Park Drive and Broadway. These intersections are controlled by a STOP sign at the side streets.
- Floyd Avenue outside of a few intersections is a two-lane roadway section with minimal to no shoulders. Centerline striping is provided to separate the two-way traffic via double-yellow lines, which do not legally allow for passing of vehicles traveling in the same direction.
- Sidewalks are provided along both sides of the road from Oakwood Street to Bell Road. Sidewalks are only provided on the north side of Floyd Avenue from Bell Road to State Route 825.
- Land use in the project area includes residential homes, Colonial Park, Mohawk Valley Community College Rome Campus, Mohawk Valley Community College, Tri-County Medical Group, small scale businesses, several restaurants, mobile home park, hotel, and technology parks.
- The posted Speed Limit of Floyd Avenue is 30 MPH.
- Bus stops are provided at a few locations within the project limits.
- School Buses use Floyd Avenue to pick up and drop off school children.
- Numerous driveways are present along both sides of the road.
- Mature trees are also present in several locations along the corridor and are typically located between the curb and sidewalk.
- A bridge that spans over a waterway is within the project limits.
- The Mohawk River Trail connects with Floyd Avenue just east of the bridge and includes a high-visibility crossing with ramps and detectable warning fields.

- The pavement is generally in good condition. There are some transverse and longitudinal cracks along the roadway. Drainage structures are provided at various locations in the roadway section to collect the stormwater runoff. Curbing is provided to channelize the stormwater into the drainage structures.
- Utility poles with electric and cable lines are provided and located along both sides of the road. They are generally located between the curb and sidewalk. Some of the utility poles provide overhead cobra-style lighting.
- Public utilities such as sanitary sewer and water systems are provided along the roadway that includes manholes, piping, valves and hydrants.
- Parking is not allowed along the roadway.
- Review traffic along Park Drive and access to the Rome Free Academy including review of a grade crossing along Ellsworth Avenue that is operated by the Genesee Valley Transportation Co.
- Review of the proposed draft development of the Woodhaven Area

The purpose of the study is to develop recommendations for alternative design concepts toward creating a more welcoming built environment that will accommodate the needs of all transportation users. A road that is safe, convenient and comfortable for travel using any mode of transportation (motor vehicle, public transportation, foot, bicycle, etc.).

### SCOPE OF SERVICES

#### **Task 1: Project Coordination/Kick-off Meeting**

- a. The initial meeting will set the stage for the development of the project. At this meeting, key transportation issues regarding the corridor will be identified by the consultant and discussed with the representatives of the City. The project tasks and the planning process will be reviewed. The methods to be used to ensure broad participation from residents, key stakeholder groups and the business community in the public outreach tasks will be reviewed and refined, including any project website or webpages development. The existing conditions inventory work (Task 2) will be discussed in detail including any outstanding data collection needed from the City.
- b. The draft study goals, objectives, planning principles, and corridor vision will be discussed at this meeting to help guide the study, and will be consistent with the City's goals, Comprehensive Plan, Zoning and other relevant documents previously performed by the City. Complete Streets are not a "one size fits all" design. Rather, it will depend on the surrounding context, goals and objectives, as well as careful analysis of tradeoffs of different solutions. Conventional planning evaluates transportation system performance using roadway level-of-service (LOS), which measures motor vehicle delays. This approach makes traffic congestion the primary planning "problem" and assumes that increasing roadway capacity is an improvement that is inherently desirable. Complete Streets planning requires multi-modal evaluation which recognizes the trade-offs that exist between different modes of transportation and the negative impacts that wider streets and increased vehicle traffic can have on access and community livability. These trade-offs need to be clearly delineated and articulated to the City.
- c. The Consultant will review and summarize Complete Streets policies/ordinances from jurisdictions like the City for information and guidance.

Task 1 Deliverables: Prepare meeting #1 minutes. Prepare a technical memo outlining and explaining draft study goals, objectives, and planning principles, and a discussion of trade-offs. This information will subsequently be distributed to representatives of the City. Using web-based software, the consultant will develop and maintain a project website to be used for information sharing and as a means of public outreach.

### **Task 2: Existing Conditions Inventory and Analysis**

The Consultant with assistance from the City, will obtain all available information within the project limits from the City. This may include:

- Existing plans (water, sewer and stormwater).
- Traffic counts.
- Accident data over the last five (5) years.
- Tax Maps and any other information to determine the existing roadway right of way.
- CDBG & Environmental Justice Zones

The Consultant will obtain project data that includes:

- Performing any measurements needed to determine travel lane widths, driveways, traffic signs, speed limit, location of any fixed objects and other relevant data needed for the study.
- AM and PM peak hour turning movement counts of all the intersections. These counts will be used as the baseline to perform the traffic analysis of the intersections.
- Transit facilities in the project area such as bus stops.
- Roadway functional classification.
- Current or anticipated corridor related development project which could impact the travel corridor
- Signal Warrant Analysis of the Floyd Avenue and Park Drive Intersection
- Alternative options for a traffic signalized controlled intersection of Floyd Avenue at Park Drive

**Task 2 Deliverables:** Prepare base mapping, digital photographs with captions, and existing conditions analysis and narrative. The deliverables shall include a descriptive summary of the corridor's context, existing conditions, collected traffic data, current land-uses, existing right-of-way or other significant constraints. A meeting with the City will be conducted to go over the information gathered under this task. The Consultant will prepare meeting minutes and distribute to the City. The consultant shall prepare a traffic signal warrant analysis and recommendations based on the analysis which could include several options.

### **Task 3: Develop Draft Concept Plan**

The Consultant will compile and analyze all data collected to help develop the preliminary Draft Floyd Avenue Complete Streets Concept Plans. The Consultant will analyze study area roadway for potential addition of bicycle and pedestrian facilities using Geographic Information Systems (GIS) analysis and field data. The Concept Plans will consider to the extent possible, all potential Complete Streets treatments. The Consultant will determine the most appropriate types of bicycle & pedestrian facilities (ex: on-street bike lanes, sidewalks, off-street bicycle paths, shared-use paths and marked shared lanes) as part of the development of the Concept Plans.

The Floyd Avenue Complete Streets Concept Plans shall include at a minimum:

- Performing a level of services analysis at all intersections.
- Develop up to two conceptual designs for the corridor that address the goals, objectives of the project.
- Develop representative typical cross-sections of the two conceptual alternatives based on roadway classifications based upon New York State Highway Design Manual, AASHTO Guide for the Development of Bicycle Facilities, the NACTO Urban Street Design Guide and Bikeway Design Guide, among others.
- Identify opportunities for corridor "gateway" improvements to complement the desired roadway character.
- Investigate Access Management opportunities including standardizing driveway geometry.
- Determine clear delineation of trade-offs amongst the various modes of transportation treatments, displayed in a matrix format, using measures-of-effectiveness as the basis for comparison for each conceptual design alternative, and compare them to the existing conditions.
- Opportunities for green stormwater infrastructure, including identifying locations and providing similar examples shall be identified.
- Order-of-magnitude (planning-level) cost estimates to aid with decision-making for each alternative.

As concepts are first being developed, the Consultant will prepare for and attend a meeting with the City to review and comment on the concepts. The Consultant will prepare meeting minutes and distribute to the City.

**Task 3 Deliverables:** Prepare Draft Floyd Avenue Complete Streets Concept Plans in hard copy and electronic versions. The Concept Plans will be placed on the project website after the City's review and approval.

**Task 4: Public Workshop #1**

The Consultant will conduct a public workshop to review the Draft Floyd Avenue Complete Streets Concept Plans for each alternative with the community. The consultant will facilitate the workshop in a way to maximize public interaction and comment for use in finalizing the document. Advertising for the public workshop and securing appropriate meeting space will be a collaborative effort between the City and Consultant. The Consultant will be responsible for facilitating the discussion and engaging the public at the workshop and will prepare poster size visuals of the study area, maps and associated pertinent data/material.

**Task 4 Deliverables:** Prepare workshop materials, handouts and presentations. The Consultant will develop a one-page flier to advertise the meeting with a link to the project website. Summary of public comments from the workshop, including the number of attendees, will be prepared by the Consultant and distributed to the City. All materials will be placed on the project website.

**Task 5: Selection of Complete Street Concept**

Based upon input from the City and the public, one alternative will be selected for further evaluation and review.

**Task 6: Development of Draft Final Floyd Ave. Complete Streets Concept Plan**

A Draft Final ~~Locust Park~~ <sup>Floyd Ave</sup> Complete Streets Concept Plan will be developed and incorporate revisions to the draft document resulting from the public outreach process, and recommendations made by the City. The Draft Final Plan will present concepts in narrative form, photos, maps, renderings, and detailed graphics to clearly and logically present the concepts for the study area.

The Consultant will identify implementation strategies and priorities for future vehicle, pedestrian, and bicycle improvements. The Consultant will develop conceptual cost estimate for future construction of all recommended improvements in the study area. Contingencies will be built into the conceptual cost estimates budget to include such things as areas that may need additional engineering or environmental analysis and amenities.

**Task 6 Deliverables:** Prepare Draft Final Floyd Avenue Complete Streets Concept Plans in hard copy and electronic versions. The Concept Plans will be placed on the project website after the City's review and approval.

**Task 7: Public Workshop #2**

The Consultant will conduct a public workshop to review the Draft Final Floyd Avenue Complete Streets Concept Plans with the community. The consultant will facilitate the workshop in a way to maximize public interaction and comment for use in finalizing the document. Advertising for the public workshop and securing appropriate meeting space will be a collaborative effort between the City and Consultant. The Consultant will be responsible for facilitating the discussion and engaging the public at the workshop and will prepare poster size visuals of the study area, maps and associated pertinent data/material.

**Task 7 Deliverables:** Prepare workshop materials, handouts and presentations. The Consultant will develop a one-page flier to advertise the meeting with a link to the project website. Summary of public comments from the workshop, including the number of attendees, will be prepared by the Consultant and distributed to the City. All materials will be placed on the project website.

**Task 8: Development of Final Floyd Ave. Complete Streets Concept Plan**

The Final ~~Locust Park~~ Complete Streets Concept Plans will be developed and incorporate revisions to the draft document resulting from the public second outreach process, and recommendations made by the City. The Final Plan will present concepts in narrative form, photos, maps, renderings, and detailed graphics to clearly and logically present the concepts for the study area.

The Consultant will identify implementation strategies and priorities for future vehicle, pedestrian, and bicycle improvements. The Consultant will develop final conceptual cost estimates for future construction of all recommended improvements in the study area.

Task 8 Deliverables: Prepare Final Floyd Avenue Complete Streets Concept Plans in hard copy and electronic versions. The Concept Plans will be placed on the project website after the City’s review and approval.

**Task 9: Draft Study Report**

A draft report will be prepared that summarizes the work performed on the project. The report will include the following:

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Existing Conditions
- Chapter 3 – Design Concepts and Analysis
- Chapter 4 – Conclusions and Recommendations

The report will include appendices, figures, tables and other documents that support the study findings.

Task 9 Deliverables: Prepare Final Floyd Avenue Complete Streets Concept Plans in hard copy and electronic versions. The consultant will provide a total of four (4) full-color copies to the City for review and comments.

**Task 10: Final Study Report**

Based upon any comments received from the City, A final report will be prepared that summarizes the work performed on the project. The consultant will provide a total of four (4) full-color copies and electronic copy to the City for review and comments.

Task 10 Deliverables: Prepare Final Floyd Avenue Complete Streets Concept Plans in hard copy and electronic versions. The consultant will provide a total of four (4) full-color copies to the City for review and comments.

**Schedule**

GPI can begin the above scope of work within one week of the notice to proceed and anticipated the above scope will be completed over a 6-month period allowing time for public workshops and input as noted in the tasks above.

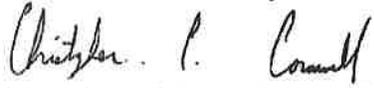
**Budget**

GPI can perform the above scope of work for \$60,000.00 billed as a not to exceed amount based upon hourly rate per the attached spreadsheet. Additional engineering services beyond the scope of the requested work can be provided at the request of the City in accordance with salary and reimbursable expenses rates included.

GPI appreciates the opportunity to provide our proposal. Should you have any questions regarding the enclosed proposal or require any additional information, please feel free to contact me at 518.852.4269 or [ccornwell@gpinet.com](mailto:ccornwell@gpinet.com).

Sincerely,

**GPI/Greenman-Pedersen, Inc.**



Christopher C. Cornwell, P.E., LEED® AP  
Vice President | Director of Civil/Highway Engineering

\\NY2FS1\Marketing\NYS Municipalities\Rome (City)\Floyd Avenue Complete Street\2020\_09\_22\_ Floyd Ave Complete Street scope .docx



Engineering | Design | Planning | Construction Management

GPI/Greenman-Pedersen, Inc.  
 80 Wolf Road, Suite 300  
 Albany, New York 12205  
 518.453.9431 | gpinet.com

**Consultant Fee Estimate Worksheet**

Project No. \_\_\_\_\_

|   |      |                          |
|---|------|--------------------------|
| Project Description: (Project Title, Facility Name and Address)<br><br>City of Rome Floyd Ave | Task | Date: 9/22/2020          |
|   |      | Phase: Proposal          |
|   |      | Agency: City of Rome     |
|   |      | Prepared By: C. Cornwell |

**Breakdown of Tasks**

| Task Description                           | Employee Title | Employee Hours per Task |                         |                                  |                        |                     |                     |                               | Total Hours |             |
|--|----------------|-------------------------|-------------------------|----------------------------------|------------------------|---------------------|---------------------|-------------------------------|-------------|-------------|
|  |                | Project Manager (Chris) | Project Engineer (Jeff) | Junior Engineer (Ryan and Dylan) | Landscape Arch (Craig) | Planner (Stephanie) | Sr. Engineer (Mike) |                               |             |             |
| Task 1 - Project Coordination and Kick Off |                | 8.00                    | 8.00                    | 8.00                             |                        | 24.00               |                     |                               | 48.00       |             |
| Task 2 - Existing Conditions               |                |                         | 8.00                    | 50.00                            |                        | 30.00               |                     |                               | 88.00       |             |
| Task 3 - Concept Plan                      |                |                         | 16.00                   | 60.00                            | 8.00                   | 20.00               | 16.00               |                               | 120.00      |             |
| Task 4 - Public Workshop No. 1             |                | 4.00                    | 4.00                    | 16.00                            | 8.00                   | 30.00               |                     |                               | 62.00       |             |
| Task 5 - Selection Meeting                 |                | 4.00                    | 8.00                    |                                  |                        | 9.00                |                     |                               | 21.00       |             |
| Task 6 - Final Plan Development            |                | 8.00                    | 8.00                    | 24.00                            | 8.00                   |                     | 8.00                |                               | 56.00       |             |
| Task 7 - Public Workshop No. 2             |                | 4.00                    | 4.00                    | 8.00                             | 8.00                   | 30.00               |                     |                               | 54.00       |             |
| Task 8 - Final Plan Development            |                | 4.00                    | 4.00                    | 16.00                            | 4.00                   | 12.00               | 2.00                |                               | 42.00       |             |
| Task 9 - Draft Study Report                |                |                         | 8.00                    | 16.00                            |                        | 40.00               |                     |                               | 64.00       |             |
| Task 10 - Final Study Report               |                |                         | 8.00                    | 10.00                            |                        | 20.00               |                     |                               | 38.00       |             |
| <b>Subtotal Employee Hours</b>             |                | 32.00                   | 76.00                   | 208.00                           | 36.00                  | 215.00              | 26.00               | 0.00                          | 0.00        | 593.00      |
| <b>x Hourly Rate</b>                       |                | \$170.00                | \$115.00                | \$80.00                          | \$150.00               | \$90.00             | \$170.00            |                               |             |             |
| <b>Total Direct Cost</b>                   |                | \$5,440.00              | \$8,740.00              | \$16,640.00                      | \$5,400.00             | \$19,350.00         | \$4,420.00          | \$0.00                        | \$0.00      | \$59,990.00 |
| <b>Total Personnel Days</b>                |                | 74.125                  |                         |                                  |                        |                     |                     |                               |             |             |
|  |                |                         |                         |                                  |                        |                     |                     | <b>x Multiplier</b>           |             | 1           |
|  |                |                         |                         |                                  |                        |                     |                     | <b>Total Consultant Labor</b> |             | \$59,990.00 |

**Reimbursable Expenses: (when required)**

|  | No. | Contract Rate          |             |
|--|-----|------------------------|-------------|
| <b>Mileage:</b> Estimate miles at Contract rate (over 35 miles one way).     |     | miles @ \$0.50         | \$0.00      |
| <b>Lodging:</b> At Contract per diem rates for the location of the facility. |     | night(s) @ \$94.00     | \$0.00      |
| <b>Meals:</b> At Contract per diem rates for the location of the facility.   |     | overnight(s) @ \$55.00 | \$0.00      |
| <b>Other Allowable Expenses:</b> Identify expenses below.                    |     |                        |             |
| A.   |     |                        |             |
| B.   |     |                        |             |
| C.   |     |                        |             |
| <b>Total Reimbursable Expenses</b>   |     |                        | \$0.00      |
| <b>Total Fee</b>   |     |                        | \$60,000.00 |

## 2019 HOURLY RATES & EXPENSES

### TECHNICAL STAFF

|                                       |          |
|---------------------------------------|----------|
| Principal Engineer.....               | \$190.00 |
| Project Director/Senior Engineer..... | \$170.00 |
| Project Manager.....                  | \$160.00 |
| Associate Engineer.....               | \$154.00 |
| Senior Landscape Architect.....       | \$150.00 |
| Project Engineer.....                 | \$138.00 |
| Geotechnical Engineer.....            | \$136.00 |
| Environmental Engineer/Scientist..... | \$128.00 |
| Pilot.....                            | \$120.00 |
| Engineer.....                         | \$115.00 |
| Design Engineer.....                  | \$115.00 |
| Senior Engineering Tech.....          | \$93.00  |
| Landscape Architect.....              | \$90.00  |
| Senior Planner.....                   | \$90.00  |
| Junior Engineer.....                  | \$80.00  |
| Engineering Tech / CADD.....          | \$77.00  |
| Technician.....                       | \$70.00  |
| Planner.....                          | \$70.00  |
| Engineering Intern.....               | \$45.00  |
| Right-of-Way Specialist.....          | \$100.00 |
| Survey Party Chief.....               | \$115.00 |
| Survey Instrument Person.....         | \$100.00 |
| Survey Rod Person.....                | \$80.00  |

### CONSTRUCTION INSPECTION STAFF

|   |          |
|---|----------|
| Resident Engineer (NICET Level IV).....       | \$133.00 |
| Office Engineer (NICET Level IV).....         | \$108.00 |
| Construction Inspector (NICET Level III)..... | \$98.00  |
| Construction Inspector (NICET Level II).....  | \$87.00  |
| Construction Inspector (NICET Level I).....   | \$72.00  |

*GPI reserve the right to increase these billings rates by 3% annually.*

*Prevailing wages will apply to survey staff.*

*Rates include non-salary expenses such as small format copies, mailings and shipping. Mileage to/from project sites shall be invoiced via the approved federal rate or per GPI policy, whichever is the lesser amount. Current GPI mileage reimbursement rate is \$0.580/mile.*

*Client approved third party services such as subconsultants or subcontractors if/when necessary shall be invoiced as a direct expense with no mark up.*

**RESOLUTION NO. 157**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DELAWARE ENGINEERING, D.P.C. (\$20,490.00).**

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

WHEREAS, Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Delaware Engineering, D.P.C. for the 2021 environmental monitoring at the former Tannery Road Landfill, at a total amount not to exceed \$20,490.00, with a contract term effective upon execution and to expire upon the completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Delaware Engineering, D.P.C. for the 2021 environmental monitoring at the former Tannery Road Landfill, at a total amount not to exceed \$20,490.00, with a contract term effective upon execution and to expire upon the completion of the work required, pursuant to the attached Proposal which is made part of this Resolution.

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

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

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



## Delaware Engineering, D.P.C.

28 Madison Avenue Extension  
Albany, New York 12203

Tel: 518.452.1290  
Fax: 518.452.1335

September 23, 2020

Butch Conover  
Commissioner of Public Works  
City of Rome  
City Hall, 198 N. Washington Street  
Rome, New York 13440

Re: Cost Estimate 2021 Tannery Road Landfill Monitoring

Dear Mr. Conover:

Delaware Engineering is pleased to provide you with the following proposal for the 2021 environmental monitoring at the former Tannery Road landfill.

This proposal assumes the following scope of work:

- A. One annual sampling event (March 2021) and four (4) monthly ground water level measurements from the required monitoring wells and operation and maintenance monitoring.
- B. Tabulation and review of data to track the progress of pumping.
- C. Preparation of an annual report, which compiles the results of the quarterly water level monitoring, the landfill leachate pumping data and the ground water analytical data.
- D. Compilation of all ground water analytical data into an environmental database containing all Tannery Road Landfill ground water analytical data.

Our proposed costs for completing the landfill monitoring as outlined above is \$20,490. Costs are detailed in the attached table.

If you have any questions regarding this proposal please contact me at (518) 452-1290 or via email at [efahrenkopf@delawareengineering.com](mailto:efahrenkopf@delawareengineering.com).

Sincerely,

Ed Fahrenkopf  
Senior Environmental Scientist

**2021 CITY OF ROME  
LANDFILL MONITORING AND REPORTING COST ESTIMATE**

| City of Rome 2021 Landfill Monitoring             |          |                               |   |           |                     |           |                  |   |             |                 |
|---|----------|-------------------------------|---|-----------|---------------------|-----------|------------------|---|-------------|-----------------|
| Labor Classification                              |          |                               |   |           |                     |           |                  |   |             |                 |
| 1 Principal Engineer/Scientist                    |          | 3 Senior Engineer/Scientist I |   |           | 5 Technician II     |           | 7 Technician I   |   |             |                 |
| 2 Senior Engineer/Scientist II                    |          | 4 Engineer/Scientist I        |   |           | 6 Designer/CAD Tech |           | 8 Word Processor |   |             |                 |
| Labor Schedule                                    |          |                               |   |           |                     |           |                  |   |             |                 |
| TASK HOUR BY STAFF CLASSIFICATION                 |          |                               |   |           |                     |           |                  |   |             |                 |
| Task/Activity Description                         | 1        | 2                             | 3 | 4         | 5                   | 6         | 7                | 8 | Total Hours | Cost Estimate   |
| 1.0 March 2021 Annual Baseline Sampling/Reporting |          | 20                            |   | 14        |                     | 4         |                  |   | 38          | \$6,180         |
| 2.0 Three Quarterly Water Level Monitoring Events |          |                               |   | 21        |                     |           |                  |   | 21          | \$2,940         |
| 3.0 Annual Report                                 | 8        | 20                            |   |           |                     | 8         |                  |   | 36          | \$6,220         |
| 3.0 Laboratory Analytical                         |          |                               |   |           |                     |           |                  |   |             | \$4,350         |
| 4.0 Expenses                                      |          |                               |   |           |                     |           |                  |   |             | \$600           |
| <b>Total Hours</b>                                | <b>8</b> | <b>40</b>                     |   | <b>35</b> |                     | <b>12</b> |                  |   | <b>95</b>   |                 |
| <b>Total Cost</b>                                 |          |                               |   |           |                     |           |                  |   |             | <b>\$20,490</b> |
| <b>TOTAL PROJECT COST</b>                         |          |                               |   |           |                     |           |                  |   |             | <b>\$20,490</b> |

**RESOLUTION NO. 158**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA RELATIVE TO SNOW AND ICE REMOVAL FROM COUNTY HIGHWAYS FOR 2020-2021 SNOW SEASONS.**

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

WHEREAS, Butch Conover, Commissioner of Public Works for the City of Rome, has recommended that the City of Rome enter into an intermunicipal agreement with the County of Oneida whereby the City of Rome will perform snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2020-2021 snow season, said agreement to commence on November 1, 2020 and expire on April 30, 2021; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida relative to snow and ice control on the improved County road system located within the geographical boundaries of the City consisting of 15.01 miles for the 2020-2021 snow season, said agreement to commence on November 1, 2020 and expire on April 30, 2021; and

BE IT FURTHER RESOLVED, that the City of Rome shall be reimbursed for providing such snow and ice removal on the 15.01 miles of County roads in the amount of Six Thousand and 00/100 Dollars (\$6,200.00) per mile, for a total of Ninety Three Thousand Two Hundred Sixty and 00/100 Dollars (\$93,062.00) each year, for the 2020-2021 snow removal season, payments shall be made pursuant to the attached "Intermunicipal Agreement for the Control of Snow and Ice on Country Roads.

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

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

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

**INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF  
SNOW AND ICE ON COUNTY ROADS**

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and the City of Rome (hereinafter referred to as the "City"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices located at 198 N. Washington Street, Rome, New York 13440 (each a "Party" and collectively the "Parties").

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

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

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1 The term of this Agreement shall be from November 1, 2020, to April 30, 2021.
- 1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

- 2.1 The City shall begin snow and ice control and removal operations of certain roads prior to, or at the beginning of, a snow or ice storm event and shall continue operations until the event ceases (hereinafter referred to as the "Work").
- 2.2 The Parties hereby agree that said roads consist of 15.01 miles of improved County roads located within the geographical boundaries of City, further described in the City's "Local Roads Listing" attached hereto and made a part hereof as **EXHIBIT A** (hereinafter referred to as the "Roads").
- 2.3 The City shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

- 2.4 The City will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads are sanded or otherwise treated to restore traction, with particular attention to steep hills, sharp curves and intersections.
- 2.5 The City shall maintain the travel lanes and shoulders of the Roads reasonably clear from snow and ice as weather conditions will allow.
- 2.6 The City shall prevent the formation of snowbanks next to the Roads as practicable; and shall remove snowbanks that are hazardous to the safety of the traveling public including, but not limited to, snowbanks that hinder the sight distance at intersections.

### 3. PERFORMANCE OF WORK

- 3.1 The City shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law.
- 3.2 The City shall conduct the services at all times with maximum consideration being given to the movement of traffic and the safety of the traveling public.
- 3.3 The City shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.4 The City shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.5 The type and condition of any equipment used in any part of the services shall be such that no damage results to the Roads or its appurtenances.
- 3.6 The City represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.7 The City shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

### 4. PAYMENT

- 4.1 The County shall pay the City the sum of Six Thousand Two Hundred dollars and Zero Cents (\$6,200.00) per mile for a total of 15.01 miles, totaling Ninety Three Thousand Sixty Two dollars and Zero cents (\$93,062.00).
- 4.2 The County shall make two payments to the City for the term of this agreement as detailed herein.
  - 4.2.1 The first payment shall be made on or about February 15, 2021, and shall cover the Work performed during the months of November, December and January.

4.2.2 The second payment shall be made no later than May 1, 2021, and shall cover the Work performed during the months of February, March and April.

4.3 The County shall have no liabilities to the City other than the amount specified above.

4.4 The County shall not be liable for late fees or interest on late payments.

4.5 The County reserves the right to offset payment under this Agreement due to City's failure to perform its obligations under this Agreement, or for damages to the County.

4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the City prior to the effective date or following the termination date of this Agreement.

## 5. NON-ASSIGNMENT

5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

## 6. SUBCONTRACTS

6.1 The City may, at City's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.

6.2 A subcontractor is a person who has an agreement with the City to perform any of the Work described herein.

6.3 The City agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the City proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the City and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

6.4 Agreements between the City and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

## 7. INDEMNIFICATION

7.1 The obligations of the City under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

7.2 To the fullest extent permitted by law, the City agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the City and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the City or failure on the part of

the City to comply with any of the covenants, terms or conditions of this Agreement. The City shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The City further shall save the County harmless from all claims for labor or materials used in the City's performance under this Agreement.

## 8. INSURANCE REQUIREMENTS

- 8.1 The City 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.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The City shall maintain said CGL coverage for itself and the County for the duration of the Contract Period, and maintain completed operations coverage for itself and the County for at least three (3) years after completion.
- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for the County shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the County.
- 8.6 Waiver of Subrogation: The City waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall

contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the City of any of the insurance requirements, nor decrease the liability of the City. The County reserves the right to require the City to provide insurance policies for review by the County. The City grants the County a limited power of attorney to communicate with the City's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## 9. INDEPENDENT CONTRACTOR STATUS

9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the City and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

9.2 The County shall not make any withholding from payments for taxes or any other obligations. The City shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The City 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.

## 10. TERMINATION

10.1 The County shall give written notice to the City of any breach of the terms and conditions of this Agreement. The City shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the City has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.

- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice of termination to the other party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the City by certified mail. In such an event, the County shall be under no further obligation to the City other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

#### 11. CHOICE OF LAW AND FORUM

- 11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

#### 12. SUCCESSORS AND ASSIGNS

- 12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### 13. SEVERABILITY

- 13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

#### 14. ENTIRE AGREEMENT

- 14.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

#### 15. INCORPORATION BY REFERENCE

- 15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.
- 15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

19.1 The City’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the City’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the City. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

CITY OF ROME

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

By: \_\_\_\_\_  
Jacqueline M. Izzo  
Mayor

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

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

By: \_\_\_\_\_  
Mark E. Laramie, P.E., Commissioner  
Oneida County DPW

By: \_\_\_\_\_  
Butch Conover  
Commissioner of Public Works

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

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

APPROVED

By: \_\_\_\_\_  
Linda Bylica Lark, Esq.  
Assistant County Attorney

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

**2020-2023 Snow & Ice Control Agreement  
Exhibit A**

| <b>ROME</b>   |                          |                        |                          |               |
|---------------|--------------------------|------------------------|--------------------------|---------------|
| <b>CR</b>     | <b>ROAD NAME</b>         | <b>FROM</b>            | <b>TO</b>                | <b>MILES</b>  |
| 44            | Lawrence Street          | State Route 365        | Dewey Road               | ~0.99         |
| 47            | Wright Settlement        | State Route 46         | Penny Street             | ~0.38         |
| 47            | Penny Street             | Wright Settlement Road | Butternut Road           | ~0.70         |
| 47            | Butternut Road           | Penny Street           | Golf Road                | ~0.64         |
| 47            | Cemetery Road            | Butternut Road         | Phillips Road            | ~1.51         |
| 50            | Greenway New London Road | Old Oneida Road        | Verona Mills Road        | ~2.03         |
| 60            | Elmer Hill Road          | State Route 46         | Turnaround               | ~1.95         |
| 62            | West Thomas Street       | Gifford Road           | Sleepy Hollow Road       | ~3.06         |
| 83            | Old Oneida Road          | State Route 26         | Greenway New London Road | ~2.21         |
| 40            | Coleman Mills Road       | State Route 233        | Nelson Highway           | ~1.54         |
| <b>TOTAL:</b> |                          |                        |                          | <b>~15.01</b> |



ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS 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:

- i. 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.
  - ii. 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.
  - iii. 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,
- i. 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 contract 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 subparagraph (B), above, 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;

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

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

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

---

---

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

- i. 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
- ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.