

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



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

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS.

BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

MAY 9, 2024
3:00 P.M.

1. CALL THE ROLL OF MEMBERS BY THE CLERK

2. READING OF MINUTES OF PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. COMMUNICATIONS

4. PUBLIC SPEAKERS

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

RES. NO. 106 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR ROME CITY HALL HVAC IMPROVEMENTS (RFB-2024-001). **Guiliano**

RES. NO. 107 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MOORE LAND SURVEYING, P.C., FOR AN AMOUNT NOT TO EXCEED \$10,500.00. **Guiliano**

RES. NO. 108 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH LABELLA ASSOCIATES, DPC. FOR BRIDGE INSPECTION OF THE CALVERT STREET BRIDGE PROJECT. **Guiliano**

RES. NO. 109 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JEFFERSON CONCRETE CORP. (\$63,984.00). **Guiliano**

RES. NO. 110 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH EJ USA (\$184,976.77). **Guiliano**

RES. NO. 111 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CHAD REESE RFA VARSITY SOCCER COACH FOR AN AMOUNT NOT TO EXCEED \$1,000.00. **Hickey**

RES. NO. 112 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JOHNSON MACMAHON FOR AN AMOUNT NOT TO EXCEED \$1,500.00. **Hickey**

- RES. NO. 113** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH CHARLES JAKE DERCOLA FOR AN AMOUNT NOT TO EXCEED \$500.00. **Hickey**
- RES. NO. 114** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JULIAN TILLMAN FOR AN AMOUNT NOT TO EXCEED \$1,000.00. **Hickey**
- RES. NO. 115** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH NICOLE WINTERS FOR AN AMOUNT NOT TO EXCEED \$1,000.00. **Hickey**
- RES. NO. 116** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH T-FIT ATHLETICS FOR AN AMOUNT NOT TO EXCEED \$1,500.00. **Hickey**
- RES. NO. 117** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE ROME FAMILY YMCA FOR USE OF THE GRZYIEC FIELD. **Hickey**
- RES. NO. 118** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC. **Mayor Lanigan**
- RES. NO. 119** AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH COLLIERS ENGINEERING & DESIGN, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 273 ADOPTED DECEMBER 14, 2023 (\$42,618.00). **Andrews**
- RES. NO. 120** AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH BERGMANN ASSOCIATES ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 298 ADOPTED DECEMBER 13, 2018 (\$92,382.00). **Andrews**
- RES. NO. 121** AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH MURNANE BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$96,766.34). **Guiliano**
- RES. NO. 122** AUTHORIZING THE CREATION OF ONE (1) TEMPORARY POSITION OF ADMINISTRATIVE AID (AG8020). **Adams**
- RES. NO. 123** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INDEMNIFICATION AND RELEASE AGREEMENT WITH THE ONEIDA COUNTY SHERIFF'S DEPARTMENT FOR USE OF THE FIREARMS TRAINING RANGE. **James**

7. TABLED LEGISLATION

8. ADJOURNMENT

RESOLUTION NO. 106

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR
ROME CITY HALL HVAC IMPROVEMENTS (RFB-2024-001).**

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 Rome City Hall HVAC Improvements (RFB-2024-001); 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 11:00 a.m. on May 30, 2024, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:00 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 Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Bid Advertisement

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:00 a.m. local time May 30, 2024 for the following project:

RFB-2024-001 Rome City Hall HVAC Improvements

BID OPENING

Bid will be publicly opened and read aloud at 11:00 a.m., local time, May 30, 2024 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall and dropped in overnight depository.

All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

RFB-2024-001 Rome City Hall HVAC Improvements

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors must notify the City of Rome in order to be placed in the official plan holder's list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted. To be placed on the official plan holders list please contact the Department of Public Works at (315) 339-7632 or (315) 339-7627 . You can also email Joseph Guiliano at jguiliano@romecitygov.com

ADDENDA

The City will not issue Addenda, nor will its Engineer issue addenda nor respond to bidder's questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

PRE-BID CONFERENCE & PROJECT QUESTIONS

There will be a MANDATORY pre-bid conference for this bid. May 22, 2024 at 1:30pm Rome City Hall, 198 N. Washington St. All questions should be directed by email to Joseph Guiliano, Commissioner of Public Works , Phone: (315)339-7627 at jguiliano@romecitygov.com before 12:00pm on May 24, 2024. All questions will be replied to and emailed to all official plan holders on or before May 20,2024

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, Rome New York. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

Dated: May 14 , 2024

Eric Seelig, City Clerk
City of Rome
Board of Estimate and Contract

RESOLUTION NO. 107

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MOORE LAND SURVEYING, P.C.,
FOR AN AMOUNT NOT TO EXCEED \$10,500.00.**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York, retain the services of Moore Land Surveying, P.C., for surveying services related to the 2024 Parry Street Reconstruction Project, for a total amount not to exceed to \$10,500.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Moore Land Surveying, P.C., for surveying services related to the 2024 Parry Street Reconstruction Project, for a total amount not to exceed to \$10,500.00, said agreement shall become effective upon execution by the parties and shall expire upon completion of the work, pursuant to the attached Proposal, which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

**Moore Land Surveying
1721 Black River Boulevard
Rome, NY 13440
(315) 829-5429**

April 4, 2024

City of Rome
Parry Street Improvements

Per the conversation with Patrick Surace (City of Rome), Moore Land Surveying would perform the following scope pertaining to preparing a Topographical Survey service of the Parry Street:

Scope of Services:

1. Plotting Highway Boundary Per City of Rome Records (Per Tax Map)
2. Field survey of Street within the Highway Right Of Way limits using a total station instrument and/or GPS, locate all relevant features including stone walls, fence lines, roads, driveways, utilities, buildings, and any survey monuments. Leaving survey control stations on all Baselines.
3. Inputting Dig Safe Ticket, Measuring, locating, and mapping underground, overhead utilities, inverts for storm, sewer.
4. Setting Elevation Benchmarks every 200 LF
5. Setting Horizontal Control Baseline
6. Gathering Topographical Data through site
7. Preparation of Proposed Garding Plan

Deliverables:

1. Paper Copies of final prints
2. CAD file.
3. PDF File

The above-mentioned details can be performed for a not to exceed price of cost of **\$10,500.00**. Any additional work will be billed out at the following figures: \$325.00 per field crew and \$185.00 per office Hour.

If you have any questions, please feel free to contact us at the Office.

Sincerely,

Jeffrey D. Moore, L.S.

Please sign authorizing Moore Land Surveying, P.C. to begin services and agreeing to above scope and fee.

Authorized Representative: _____ Dated: _____

Billing Address: _____

RESOLUTION NO. 108

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER
INTO AN AGREEMENT WITH LABELLA ASSOCIATES, DPC. FOR BRIDGE
INSPECTION OF THE CALVERT STREET BRIDGE PROJECT.**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York, has requested authorization to enter into an agreement with Labella Associates, DPC., for bridge inspection of the Calvert Street Bridge Project; and

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 and his designees are authorized to enter into an agreement with Labella Associates, DPC., for bridge inspection of the Calvert Street Bridge Project, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

April 24, 2024

Mr. Patrick D. Surace, P.E., Engineer II
City of Rome
Engineering Department
198 N. Washington St
Rome, New York 13440

RE: Calvert Street Bridge over Wood Creek
2024 Project on Calvert Street, Rome NY

Dear Mr. Surace:

Per our discussion, LaBella Associates is providing you with the attached Engineering Costs associated with the Calvert Street Bridge project.

We hope you find this engineering cost acceptable. If you should have any questions or require additional information, please call.

Respectfully submitted,
LABELLA ASSOCIATES, D.P.C.



Wayne A. Frye, P.E.
Project Manager

WAF:waf



Calvert Street Bridge over Wood Creek

<u>Tasks</u>	<u>Estimated Cost</u>
Bridge Inspection	\$1,950.00
Rehabilitation / Replacement Evaluation	\$2,875.00
Labor Cost	\$4,825.00
Overhead (143%) & Fee (11%) Multiplier	X 2.70
Total Labor Cost	\$13,030.00
Direct Non-Salary Cost	\$270.00
	Total Cost \$13,300.00

Assumptions

Inspection

Inspection work will be completed within 1 week of authorization by the City. The structure is not inspected by NYSDOT and therefore assumed to be culvert size (less than 20 ft. span) structure. The City will provide LaBella with all record documents available for the structure. An inspection report (format similar to NYSDOT Culvert inspection) will be prepared and provided to the City. Material testing is assumed to not be required (ie. concrete testing, etc.). If material testing is required, a separate quote will be provided to the City. Inspection does not include identification of asbestos or hazardous materials. A separate quote for asbestos or hazardous materials assessment will be provided if it is determined that suspect materials may be present during the inspection.

Rehabilitation / Replacement Evaluation

Existing culvert conditions will be assessed to determine a rehabilitation strategy. LaBella will prepare a brief description of the rehabilitation and an estimate of probable construction cost for rehabilitation for budgeting purposes. If it is determined that rehabilitation is not a feasible option or is cost prohibitive, LaBella will provide a recommendation for replacement with an estimate of probable construction cost for budgeting purposes.

Survey and engineering design services to provide documents required for construction would be through a Supplemental Agreement if requested.

A standard agreement for services will be provided by the City.

Payment for services will be based on a Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

A detailed breakdown of estimated hours and costs is attached.

Calvert Street Bridge over Wood Creek
 City of Rome
 Bridge Inspection and Evaluation
 P2403137

SALARY SCHEDULE
 LaBella Associates, D.P.C.

PAY GRADE (JOB TITLES)	ASCE (A) NSPE (P) ACSM(M) NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT RATES	PROJECTED RATES	2023	2024	2025	
		Jul-23	Jul-24				
Principal	IX (A)	\$89.16	\$93.62	\$91.75	\$94.50	\$97.34	A
Project Manager	VII (A)	\$66.59	\$69.92	\$75.00	\$77.25	\$79.57	A
Senior Project Engineer	VI (A)	\$59.78	\$62.77	\$67.00	\$69.01	\$71.08	B
Senior Engineer	V (A)	\$56.02	\$58.82	\$65.50	\$67.47	\$69.49	B
Project Engineer	IV (A)	\$48.95	\$51.40	\$53.50	\$55.11	\$56.76	B
Engineer	III (A)	\$42.14	\$44.25	\$50.01	\$51.51	\$53.06	B
Junior Engineer	I/II (A)	\$34.27	\$35.98	\$39.23	\$40.41	\$41.62	B
Technician IV	IV (N)	\$46.33	\$48.65	\$57.80	\$59.53	\$61.32	C
Technician III	III (N)	\$35.82	\$37.61	\$42.76	\$44.04	\$45.36	C
Technician II	II (N)	\$30.74	\$32.28	\$38.95	\$40.12	\$41.32	C
Technician I	I (N)	\$24.51	\$25.74	\$29.00	\$29.87	\$30.77	C
Party Chief (Office)	V (A)	\$48.09	\$50.49	\$58.70	\$60.46	\$62.27	B
Instrument Person (Office)	III (N)	\$36.47	\$38.29	\$42.31	\$43.58	\$44.89	C
Rod Person (Office)	II (N)	\$26.57	\$27.90	\$29.75	\$30.64	\$31.56	C
Party Chief (Field)	V (A)	\$48.09	\$50.49	\$58.70	\$60.46	\$62.27	B
Instrument Person (Field)	III (N)	\$36.47	\$38.29	\$42.31	\$43.58	\$44.89	C
Rod Person (Field)	II (N)	\$26.57	\$27.90	\$29.75	\$30.64	\$31.56	C
Technical Typist	N/A	\$26.10	\$27.41	\$28.27	\$29.12	\$29.99	C

* The use of overtime is subject to prior approval by the County.
 Overtime Policy: Time and a half for excess of 40 hours in a work week and for holidays for Category (C),
 Straight time for Category (B) & no additional Pay for Category (A)
 ** Prevailing Wage Rates - The difference between the required prevailing wage rate
 and the normal hourly rate is considered a direct cost:

PWR/Supp Data Period 07/01/2023 - 06/30/2024		Prevailing Rate	Actual Rate	Difference	Payroll Additive	Total
Party Chief	V (N)	\$47.22	\$50.49	\$0.00	\$0.00	\$0.00
Instrument Person	III (N)	\$45.03	\$38.29	\$6.74	\$0.61	\$7.35
IRod Person	II (N)	\$31.37	\$27.41	\$3.97	\$0.36	\$4.33

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal (Overhead)	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	V (N)	\$25.75	\$9.58	\$16.17	(\$3.27)	\$1.16	\$14.06
Instrument Person	III (N)	\$25.75	\$4.45	\$21.30	\$0.00	\$1.92	\$23.22
Rod Person	II (N)	\$25.75	\$4.45	\$21.30	\$0.00	\$1.92	\$23.22

The Specific Hourly Rates are not subject to audit; however, the number of hours charged is subject to audit. Prevailing rate and supplemental benefit differences, as well as the Payroll Additive factor, are subject to audit.

*NOTE: (1) PREVAILING WAGE RATE COSTS APPLY ONLY IF REQUIRED

Calvert Street Bridge over Wood Creek
 City of Rome
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STAFFING TABLE

LaBella Associates, D.P.C.

JOB TITLE	GRADE	1.1000	1.2000	2.1000	Total Hours	HOURLY RATE	TECHNICAL LABOR
Principal	IX (A)	0	0	0	0	\$93.62	\$0.00
Project Manager	VII (A)	0	0	0	0	\$69.92	\$0.00
Senior Project Engineer	VI (A)	4	10	10	24	\$62.77	\$1,506.46
Senior Engineer	V (A)	0	0	0	0	\$58.82	\$0.00
Project Engineer	IV (A)	0	0	0	0	\$51.40	\$0.00
Engineer	III (A)	2	20	42	64	\$44.25	\$2,831.81
Junior Engineer	I/II (A)	0	0	0	0	\$35.98	\$0.00
Technician IV	IV (N)	0	2	8	10	\$48.65	\$486.47
Technician III	III (N)	0	0	0	0	\$37.61	\$0.00
Technician II	II (N)	0	0	0	0	\$32.28	\$0.00
Technician I	I (N)	0	0	0	0	\$25.74	\$0.00
Party Chief (Office)	V (A)	0	0	0	0	\$50.49	\$0.00
Instrument Person (Office)	III (N)	0	0	0	0	\$38.29	\$0.00
Rod Person (Office)	II (N)	0	0	0	0	\$27.90	\$0.00
Party Chief (Field)	V (A)	0	0	0	0	\$50.49	\$0.00
Instrument Person (Field)	III (N)	0	0	0	0	\$38.29	\$0.00
Rod Person (Field)	II (N)	0	0	0	0	\$27.90	\$0.00
Technical Typist	N/A	0	0	0	0	\$27.41	\$0.00
TOTAL		6	32	60	98	TOTAL	\$4,824.73

- 1 Inspection
 - 1.1 Project Familiarization/ Reporting
 - 1.2 Inspection Time / Including Travel
 - Includes report of inspection findings.
- 2 Rehabilitation or Replacement Evaluation
 - 2.1 Provide Recommendation for Repair or Replacement
 - Includes concept repair and replacement options with estimated construction costs.

Survey and engineering design services to provide documents required for construction would be through a Supplemental Agreement if requested.

Calvert Street Bridge over Wood Creek
 City of Rome
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ESTIMATE OF DIRECT NON-SALARY COST

LaBella Associates, D.P.C.

1. Travel, Lodging, Subsistence & Tolls

Per Diem -	0	days @	\$ 160.00 /day	=	\$	-
		trips	miles per			
To site (Inspection)	1		260 miles/trip	260		
To site (Env.)	0		150 miles/trip	0		
Survey	0		150 miles/trip	0		
Meetings	0		150 miles/trip	0		
		Total Mileage		260	@	0.670 \$ 174.20
Tolls	\$ -	@	0	Trip(s)	=	\$ -
Tolls	\$ -	@	0	Trip(s)	=	\$ -

TOTAL TRAVEL, LODGING, SUBSISTENCE & TOLLS \$ 174.20

2. Reproduction, Drawings & Report

	No. Sets	Sheets/Set	Total Shts			
Deeds	0	0	0	@	\$ 1.00	\$ -
Photocopies	0	0	0	@	\$ 0.15	\$ -
Photos	0	0	0	@	\$ 1.00	\$ -
Bid Doc.	0	0	0	@	\$ 0.15	\$ -
Sepias	0	0	0	@	\$ 1.00	\$ -

TOTAL REPRODUCTIONS \$ -

3. D-Meter Rental	1	Day @	\$100.00	=	\$	100.00
4. Asbestos Samples/Tests	0	EA @	\$35.00	=	\$	-
5. Lead Samples/Test	0	EA @	\$20.00	=	\$	-
6. Environmental Database Search	0	EA @	\$200.00	=	\$	-
7. Soil Boring	0	LS @	\$18,000.00	=	\$	-

8. Supplement Rates (Per NYS Dept. of Labor)

PARTY CHIEF RATE DIFF.	0	hours @	\$0.00	\$	-
PARTY CHIEF SUPP. DIFF.	0	hours @	\$14.06	\$	-
INSTRUMENT PERSON RATE DIFF.	0	hours @	\$7.35	\$	-
INSTRUMENT PERSON SUPP. DIFF.	0	hours @	\$23.22	\$	-
ROD PERSON RATE DIFF.	0	hours @	\$4.33	\$	-
ROD PERSON SUPP. DIFF.	0	hours @	\$23.22	\$	-

TOTAL SUPPLEMENT RATES \$ -

TOTAL DIRECT NON - SALARY COST \$ 274.20

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Calvert Street Bridge over Wood Creek
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SUMMARY

LaBella Associates, D.P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit		\$	4,824.73
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$	-
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$	274.20
Item III, Overhead (estimated) subject to audit	143.0%	\$	6,899.36
Item IV, Fixed Fee (negotiated)	11.00%	\$	1,289.65
Item II Direct Non-Salary Cost (estimated) subject to audit Sub-Consultant Cost		\$	-
Item II Direct Non-Salary Cost (estimated) subject to audit Sub-Consultant Cost		\$	-
Total Estimated Cost		\$	13,287.94
		SAY \$	13,300.00

RESOLUTION NO. 109

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH JEFFERSON CONCRETE CORP. (\$63,984.00).

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York, enter into an agreement with Jefferson Concrete Corp. for the supply and delivery of pre-cast concrete structures, for a total amount not to exceed \$63,984.00, said terms are more specifically described in the attached Bid Documents; 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 Jefferson Concrete Corp. for the supply and delivery of pre-cast concrete structures, for a total amount not to exceed \$63,984.00, said terms are more specifically described in the attached Bid Documents.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

**RFB-2024-003 - SUPPLY AND DELIVER PRE-CAST CONCRETE STRUCTURES
JEFFERSON CONCRETE BIDDING CANVAS**

ITEM	QTY	UNIT \$	TOTAL \$
1	10	\$128.00	\$1,280.00
2	5	\$820.00	\$4,100.00
3	5	\$242.00	\$1,210.00
4	4	\$1,576.00	\$6,304.00
5	5	\$544.00	\$2,720.00
6	10	\$544.00	\$5,440.00
7	20	\$368.00	\$7,360.00
8	20	\$484.00	\$9,680.00
9	15	\$598.00	\$8,970.00
10	30	\$48.00	\$1,440.00
11	30	\$96.00	\$2,880.00
12	30	\$144.00	\$4,320.00
13	30	\$46.00	\$1,380.00
14	30	\$92.00	\$2,760.00
15	30	\$138.00	\$4,140.00
TOTAL			\$63,984.00

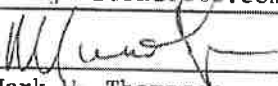
Jeffrey M. Lanigan
MAYOR



Jennifer Gleasman
PURCHASING AGENT

PURCHASING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665
www.RomeNewYork.com

BID NUMBER: RFB - 2024 - 003
BID TITLE: SUPPLY AND DELIVER PRE-CAST CONCRETE STRUCTURES
BID DUE: MARCH 21, 2024 at 11:00 AM
BID OPENING: MARCH 21, 2024 at 11:00 AM

COMPANY NAME: Jefferson Concrete Corp.
MAILING ADDRESS: 22850 County Route 51
Watertown, NY 13601
PHONE: 315-788-4171
EMAIL: mwthompson@jeffconcrete.com
WEBSITE: www.jeffconcrete.com
SIGNATURE: 
PRINTED NAME/TITLE: Mark W. Thompson
Vice President

TOTAL OF BID IN FIGURES: \$63,984.00

TOTAL OF BID IN WORDS: Sixty-Three Thousand Nine Hundred Eighty-Four and no/100

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



TECHNICAL SPECIFICATIONS

Supply and Deliver Pre-Cast Concrete Structures

- Delivery of materials will be made to:

City of Rome Dept of Public Works
132 Race Street
Rome, NY 13440
- Construction materials will be ordered by the City of Rome from the successful bidder on an as need basis throughout the contract period.
- Quantities of materials ordered will vary throughout the contract period, however at a minimum no separate order will amount to less than \$2,000.00.
- Each bid item pricing will include all costs of delivery.
- Complete material orders must be delivered and received within two weeks of the order date, unless a mutual agreement is arranged between the successful bidder and the City of Rome to allow for an extended delivery date.
- Partial deliveries will only be accepted if an agreement is arranged between the successful bidder and the City of Rome.
- Please include all standard construction material specification sheets listed on the bid itemization list with Bid Package. Specification sheets should include all relevant product information including but not limited to product materials, product numbers, dimensions, and all other pertinent information, etc.
- Review of bid packages and specification sheets submitted will determine the acceptance or denial of an equal product substitution.
- Successful Bidder must be an Approved NYSDOT Precast Supplier. Approval Certificate must be supplied with bid documents.
- Material Requirements:
Pre-Cast Concrete Structures Designed in Accordance to ASTM C478
Reinforcement Designed in Accordance to ASTM A497 Grade 60 WWF
Concrete Strength to be Minimum of 4,000 PSI @ 28 days
Air Entrainment Required 5-8%
Invert Locations and Sizes to be Specified with Customized Orders
Joints Sealed in Accordance with ASTM C443

RFB 2024-003 Supply and Deliver Pre-Cast Concrete Structures

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
1	PRE-CAST CONC MH RISER BARREL 48 IN ID X 12 IN HEIGHT X 5 IN WALL PRODUCT # MH144812	10 EA	128.00	1,280.00
2	PRE-CAST CONC MANHOLE BASE 48 IN ID X 48 IN HEIGHT X 5 IN WALL PRODUCT # MB1448	5 EA	820.00	4,100.00
3	PRE-CAST CONC MH FLAT SLAB COVER 48 IN ID W/ 24 IN CENTER OPENING PRODUCT # MC1448.2	5 EA	242.00	1,210.00
4	PRE-CAST CONC DRYWELL, COMPLETE BASE UNIT, RISER BARREL, COVER 48 IN ID X 48 IN HEIGHT X 5 IN WALL 48 IN ID X 24 IN TALL RISER BARREL 48 IN ID W/ 24 IN CENTER OPENING PRODUCT # MH144848BS	4 EA	1,576.00	6,304.00
5	PRE-CAST CONC CATCH BASIN 2 FT X 2 FT X 3 FT HEIGHT SOLID WALLS W INVERT HOLE CAST PRODUCT # D522	5 EA	544.00	2,720.00
6	PRE-CAST CONC CATCH BASIN 2 FT X 2 FT X 3 FT HEIGHT SOLID WALLS W INVERT HOLE CAST 18 IN DRAIN HOLE CAST ON BOTTOM PRODUCT # D5223.0	10 EA	544.00	5,440.00
7	PRE-CAST CONC CATCH BASIN 2 FT X 2 FT X 2 FT HEIGHT CATCH BASIN W/ KNOCKOUT WALLS PRODUCT # D5222K	20 EA	368.00	7,360.00
8	PRE-CAST CONC CATCH BASIN 2 FT X 2 FT X 3 FT HEIGHT CATCH BASIN W/ KNOCKOUT WALLS PRODUCT # D5223K	20 EA	484.00	9,680.00
9	PRE-CAST CONC CATCH BASIN 2 FT X 2 FT X 4 FT HEIGHT CATCH BASIN W/ KNOCKOUT WALLS PRODUCT # D5224K	15 EA	598.00	8,970.00
10	PRE-CAST CONC ADJUSTMENT RING 24 IN X 24 IN X 2 IN HEIGHT - SQUARE PRODUCT # GR6222	30 EA	48.00	1,440.00
11	PRE-CAST CONC ADJUSTMENT RING 24 IN X 24 IN X 4 IN HEIGHT - SQUARE PRODUCT # GR6224	30 EA	96.00	2,880.00
12	PRE-CAST CONC ADJUSTMENT RING 24 IN X 24 IN X 6 IN HEIGHT - SQUARE PRODUCT # GR6226	30 EA	144.00	4,320.00
13	PRE-CAST CONC ADJUSTMENT RING 24 IN ID X 2 IN HEIGHT - ROUND PRODUCT # GR6002	30 EA	46.00	1,380.00
14	PRE-CAST CONC ADJUSTMENT RING 24 IN ID X 4 IN HEIGHT - ROUND PRODUCT # GR6004	30 EA	92.00	2,760.00
15	PRE-CAST CONC ADJUSTMENT RING 24 IN ID X 6 IN HEIGHT - ROUND PRODUCT # GR6006	30 EA	138.00	4,140.00
	TOTAL BID AMOUNT IN FIGURES:			63,984.00

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 150586214
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER JEFFERSON CONCRETE CORP 22850 COUNTY ROUTE 51 WATERTOWN NY 13601		CERTIFICATE HOLDER CITY OF ROME 198 NORTH WASHINGTON STREET ROME NY 13440	
POLICY NUMBER Z1462 046-2	CERTIFICATE NUMBER 355298	POLICY PERIOD 04/01/2024 TO 04/01/2025	DATE 3/07/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1462 046-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS. THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 917715718



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foy Agency, Inc. P. O. Box 42 Dear River NY 13627		CONTACT NAME: Maureen Steria PHONE (A/C, No, Ext): (315) 493-2391 FAX (A/C, No): (315) 493-2267 E-MAIL ADDRESS: maureen@foyaagency.com	
INSURED Jefferson Concrete Corp 22850 County Route 51 Watertown NY 13601		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great American Insurance Co	NAIC # 16691
		INSURER B: Great American Alliance Co	26832
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024 3/7 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL INSD	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	HBC659790318	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	CAP6597904	1/20/2024	1/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	Y	EXC659790519	1/20/2024	1/20/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Rome NY is added as an Additional Insured. 30 day notice applies. Waiver of subrogation applies

Re: Bid #RFB-2024-003

CERTIFICATE HOLDER City of Rome New York 198 N Washington Street Rome, NY 13440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Maureen Steria/MS

RESOLUTION NO. 110

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH EJ USA (\$184,976.77).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, has recommended that the City of Rome, New York, retain the services of EJ USA for supply and delivery of steel castings for structures, for a total amount not to exceed \$184,976.77; 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 EJ USA for supply and delivery of steel castings for structures, for a total amount not to exceed \$184,976.77, pursuant to the attached proposal, which is made part of the Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

**RFB-2024-002 - SUPPLY AND DELIVER STEEL CASTINGS FOR STRUCTURES
EJ USA BIDDING CANVAS**

ITEM	QTY	UNIT \$	TOTAL \$
1	6	\$698.15	\$4,188.90
2	140	\$607.46	\$85,044.40
3	10	\$1,054.15	\$10,541.50
4	12	\$690.88	\$8,290.56
5	125	\$330.37	\$41,296.25
6	20	\$258.68	\$5,173.60
7	80	\$125.73	\$10,058.40
8	20	\$311.14	\$6,222.80
9	24	\$58.55	\$1,405.20
10	36	\$82.50	\$2,970.00
11	36	\$104.95	\$3,778.20
12	24	\$84.79	\$2,034.96
13	24	\$85.94	\$2,062.56
14	72	\$26.52	\$1,909.44
TOTAL			\$184,976.77

Jeffrey M. Lanigan
MAYOR



Jennifer Gleasman
PURCHASING AGENT

PURCHASING DEPARTMENT
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7665
www.RomeNewYork.com

BID NUMBER: RFB - 2024 - 002
BID TITLE: SUPPLY AND DELIVER STEEL CASTINGS FOR STRUCTURES
BID DUE: MARCH 21, 2024 at 11:00 AM
BID OPENING: MARCH 21, 2024 at 11:00 AM

COMPANY NAME: EJ USA, Inc.

MAILING ADDRESS: 301 Spring Street, PO Box 439
East Jordan, MI, 49727

PHONE: 1-(800)-874-4100

EMAIL: us.bids@ejco.com

WEBSITE: ejco.com

SIGNATURE: 

PRINTED NAME/TITLE: Vice President & General Manager

TOTAL OF BID IN FIGURES: \$184,976.77

TOTAL OF BID IN WORDS: One Hundred Eighty Four Thousand, Nine Hundred Seventy-Six dollars and Seventy-Seven Centss

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



TECHNICAL SPECIFICATIONS

Supply and Deliver Steel Castings for Structures

- Delivery of materials will be made to:

City of Rome Dept of Public Works
132 Race Street
Rome, NY 13440
- Construction materials will be ordered by the City of Rome from the successful bidder on an as need basis throughout the contract period.
- Quantities of materials ordered will vary throughout the contract period, however at a minimum no separate order will amount to less than \$2,000.00.
- Each bid item pricing will include all costs of delivery.
- Complete material orders must be delivered and received within two weeks of the order date, unless a mutual agreement is arranged between the successful bidder and the City of Rome to allow for an extended delivery date.
- Partial deliveries will only be accepted if an agreement is arranged between the successful bidder and the City of Rome.
- Please include all standard construction material specification sheets listed on the bid itemization list with Bid Package. Specification sheets should include all relevant product information including but not limited to product materials, product numbers, dimensions, and all other pertinent information, etc.
- All bid items listed are manufactured by EJ USA INC. Alternate products may be approved and accepted as an equal substitution by the City of Rome upon review of bid packages received. Review of bid packages and specification sheets submitted will determine the acceptance or denial of an equal product substitution.

RFB 2024 002 Supply and Deliver Steel Castings for Structures

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
1	EJ USA 32 Inch MH Frame & Cover 1322Z Frame - 1480C Cover Products #00132213 & #00148089	6 EA	\$698.15	\$4,188.90
2	EJ USA 25 In Sq CB Frame & Grate 7295Z Frame - 7295M Grate Products #00729510 & #00729530	140 EA	\$607.46	\$85,044.40
3	EJ USA 25 In MH Frame & Cover Self Level Frame - 1203C Cover Products #00302433 & #00120423	10 EA	\$1,054.15	\$10,541.50
4	EJ USA Curb DI CB Frame & Grate 7010Z Frame - 7010M1 Grate Products #00701010 & #00701030	12 EA	\$690.88	\$8,290.56
5	EJ USA 24 Inch MH Frame & Cover 1310Z Frame - 11310C2 Cover Products #00131011 & #001310007	125 EA	\$330.37	\$41,296.25
6	EJ USA 1.5 Inch Riser 24 Inch Opening M5 Adjustable Steel Riser Product #M5 Riser	20 EA	\$258.68	\$5,173.60
7	EJ USA ADA Detectable Warning Plate 7007 Duralast Detectable 30 In x 24 In Product #00700721	80 EA	\$125.73	\$10,058.40
8	EJ USA 24 In Round CB Frame & Grate 1312Z Frame - 1310 Grate Products #00131211 & #00131034	20 EA	\$311.14	\$6,222.80
9	EJ USA 12 Inch Valve Box - Top Section 8550 Valve Box Top - 12T Product #85507012	24 EA	\$58.55	\$1,405.20
10	EJ USA 16 Inch Valve Box - Top Section 8550 Valve Box Top - 16T Product #85507016	36 EA	\$82.50	\$2,970.00
11	EJ USA 26 Inch Valve Box - Top Section 8550 Valve Box Top - 26T Product #85507026	36 EA	\$104.95	\$3,778.20
12	EJ USA 24 Inch Valve Box - Bottom 8560 Valve Box Bottom - 24B Product #85606024	24 EA	\$84.79	\$2,034.96
13	EJ USA 12 Inch Valve Box - Base 8560 #6 Valve Box Base Product #85605006	24 EA	\$85.94	\$2,062.56
14	EJ USA 6 Inch Valve Box Cover 6800 Valve Box Cover Product #06800001	72 EA	\$26.52	\$1,909.44
	TOTAL BID AMOUNT IN FIGURES:		\$184,976.77	
	COMPANY NAME:	EJ USA, Inc.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 125 Oldway Avenue NW Suite 400 Grand Rapids, MI 49503 Attn: grandrapids.csrrequest@marsh.com CN107505017-EAST-GAWWUP 24.25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Ed USA Inc Attn: Tina Anderson P.O. Box 438 301 Spring Street East Jordan, MI 49727	INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA 19445 INSURER B : N/A N/A INSURER C : N/A N/A INSURER D : N/A N/A INSURER E : N/A N/A INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CH-007134895-23 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD. WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL 5180142	03/01/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF ROME IS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY

CERTIFICATE HOLDER

THE CITY OF ROME
196 N WASHINGTON ST
ROME, NY 13440-5815

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 125 Ottawa Avenue NW Suite 100 Grand Rapids, MI 49503 Attn: grandrapids.centre@marsh.com CN 107509037-EAST GRAD RAP 24-25	CONTACT NAME PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED ETHUSA, Inc Attn: Tara Anderson PO Box 439 301 Spring Street East Jordan, MI 49622	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Company</td> <td>25841</td> </tr> <tr> <td>INSURER C: Saily National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER B: New Hampshire Insurance Company	25841	INSURER C: Saily National Casualty Corporation	15105	INSURER D: N/A	N/A	INSURER E: N/A	N/A	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

CHL007195355-24

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSP. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOT <input type="checkbox"/> OTHER		GL 5180142	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOR AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ PROPERTY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC 12016145 (ACS) WD 0807563 J5 (CA) SP 4066502 (Subject to SIR per terms & cond's)	03/01/2024 03/01/2024 03/01/2024	03/01/2025 03/01/2025 03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF ROME, NEW YORK IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF ROME, NEW YORK
ATTN: DONNA MIEKARSKI, PURCHASING AGENT
198 NORTH WASHINGTON STREET
ROME, NY 13440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 02213-CNA-23-28

Bid Bond

CONTRACTOR:

(Name, legal status and address)

EJ USA, Inc.

301 Spring Street

East Jordan, MI 49727

OWNER:

(Name, legal status and address)

City of Rome

198 North Washington Street

Rome, NY 13440

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N Franklin Street

Chicago, IL 60606

State of Inc: South Dakota

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

SUPPLY AND DELIVER STEEL CASTINGS FOR STRUCTURES, RFB - 2024 - 002 - City of Rome, New York

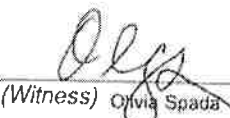
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2024


(Witness)


(Witness) Olivia Spada

EJ USA, Inc.

(Principal)  (Seal)

(Title) Vice President & General Manager
Western Surety Company

(Surety)  (Seal)

(Title) Rebecca E. Johnson, Attorney-in-Fact

State of Connecticut }
County of Hartford } ss:

On March 13, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Rebecca E Johnson

known to me to be Attorney-in-Fact of Western Surety Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 30, 2027

Angela O'Hara

Angela O'Hara

Notary Public

Angela O' Hara
Notary Public-Connecticut
My Commission Expires
November 30, 2027

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Rebecca E Johnson

, Individually

of Hartford, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 02213-CNA-23-28

Principal: EJ USA, Inc.

Obligee: City of Rome, NY

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2023.

WESTERN SURETY COMPANY



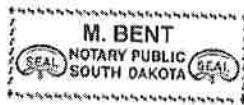
Larry Kasten
Larry Kasten, Vice President

State of South Dakota)
County of Minnehaha) ss

On this 27th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

RESOLUTION NO. 111

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
AN AGREEMENT WITH CHAD REESE RFA VARSITY SOCCER COACH
FOR AN AMOUNT NOT TO EXCEED \$1,000.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Chad Reese, RFA Varsity Soccer Coach, to conduct a Summer Soccer Clinic for ages 6-12 at the Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1,000.00, from July 15, 2024 through July 19, 2024; 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 Chad Reese, RFA Varsity Soccer Coach, to conduct a Summer Soccer Clinic for ages 6-12 at the Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1,000.00, from July 15, 2024 through July 19, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 112

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH JOHNSON MACMAHON
FOR AN AMOUNT NOT TO EXCEED \$1,500.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Johnson McMahon, to conduct a Summer Youth Tennis Program for ages 5-15 at the Franklyn’s Field Tennis Courts, located in the City of Rome New York, at an amount not to exceed \$1,500.00, from July 8, 2024 through August 16, 2024; 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 Johnson McMahon, to conduct a Summer Youth Tennis Program for ages 5-15 at the Franklyn’s Field Tennis Courts, located in the City of Rome New York, at an amount not to exceed \$1,500.00, from July 8, 2024 through August 16, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 113

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH CHARLES JAKE DERCOLA
FOR AN AMOUNT NOT TO EXCEED \$500.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Charles Jake DerCola, to conduct a youth football camp for grades 1-6 at the Stadium Support Turf, located in the City of Rome New York, at an amount not to exceed \$500.00, from July 16, 2024 through July 31, 2024; 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 Charles Jake DerCola, to conduct a youth football camp for grades 1-6 at the Stadium Support Turf, located in the City of Rome New York, at an amount not to exceed \$500.00, from July 16, 2024 through July 31, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 114

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH JULIAN TILLMAN
FOR AN AMOUNT NOT TO EXCEED \$1,000.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Julian Tillman, to conduct a youth tumbling and locomotive skills development program for ages 4-6 at Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1000.00, from July 8, 2024 through August 16, 2024; 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 Julian Tillman, to conduct a youth tumbling and locomotive skills development program for ages 4-6 at Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1000.00, from July 8, 2024 through August 16, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 115

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH NICOLE WINTERS
FOR AN AMOUNT NOT TO EXCEED \$1,000.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Nicole Winters, to conduct a six-week summer cheerleading program for ages 4-12 at Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1000.00, from July 8, 2024 through August 15, 2024; 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 Nicole Winters, to conduct a six-week summer cheerleading program for ages 4-12 at Franklyn’s Field, located in the City of Rome New York, at an amount not to exceed \$1000.00, from July 8, 2024 through August 15, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 116

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH T-FIT ATHLETICS
FOR AN AMOUNT NOT TO EXCEED \$1,500.00.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of the Department of Parks and Recreation for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of T-Fit Athletics, to conduct a six-week summer youth basketball program for ages 5-12, at an amount not to exceed \$1,500.00, from July 8, 2024 through August 15, 2024; 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 T-Fit Athletics, to conduct a six-week summer youth basketball program for ages 5-12, at an amount not to exceed \$1,500.00, from July 8, 2024 through August 15, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 117

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH THE ROME FAMILY YMCA
FOR USE OF THE GRYZIEC FIELD.**

By _____:

WHEREAS, Ryan Hickey, Deputy Director of Parks & Recreation for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with the Rome Family YMCA for use of Gryziec Field for its annual Summer Day Camp Program beginning on July 1, 2024 and ending on August 30, 2024; and

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 the Rome Family YMCA for the use of Gryziec Field for its annual Summer Day Camp Program beginning on July 1, 2024 and ending on August 30, 2024.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 118

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MAJESTIC FIREWORKS, INC.**

By _____:

WHEREAS, the Mayor of the City of Rome has recommended that the City of Rome, New York, enter into an agreement with Majestic Fireworks, Inc., for use of fireworks at the Revere Horse Re-Lighting event on July 4, 2024; and

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 Majestic Fireworks, Inc., for use of fireworks at the Revere Horse Re-Lighting event on July 4, 2024, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____



MAJESTIC FIREWORKS, INC.

29 COLLEGE ST, CLINTON, NY 13323

Weddings, Graduations, Birthday Parties, Town Events,

Firemen Events, Company Events, ALL EVENTS

Phone: 315-735-3097

Email: majesticfwinc@yahoo.com

This agreement is entered on the date of 4/01/24 by and between **MAJESTIC FIREWORKS INC.** Therein after called the party of the first part, and City of Rome, 198 Washington St, Rome, NY 13440 hereinafter known as the part of the second part.

Now, therefore, the parties hereto, intending to be legally bound, agree to do as follows:

The party of the first part is to furnish a display of fireworks, to the party of the second part on the date of 7/04/2024 in the city/village/ or town of **ROME** state of **NY** in a location to be designated by the party of the second part, and approved by the party of the first.

SHOOT LOCATION: PARKING LOT- REVERE

The party of the first part agrees to all freight and express charges for transportation of fireworks.

The party of the second agrees to supply sand if requested by Majestic Fireworks, Inc. (NA)

The party of the first part agrees to help apply for all permits needed, the party of second is responsible for any acknowledgement, inquiries, and cost of said permit, if so applies

The party of the second part is responsible for clean up of debris fall out if requested by the property owners, and any **Charges requested MAJESTIC FIREWORKS, INC IS NOT RESPONSIBLE FOR CLEAN UPS**

The party of the second agrees that SITE OF SHOOT is a drive to site, if needed –MUST BE MOWED OR PLOWED (NA)

The party of the first and second part agree in the event of a postponement of the celebration because of inclement weather the Fireworks display will be held on a rain date set by the party of the second part. If a Rain date is used a fee of 10% of the event will be charged to the second party. If party of the second decide Rain Date is not a Option, they then fall under listed Penalties.

The part of the first part will provide NYS a certificate of insurance evidencing General Liability and Workers Compensation for the fireworks displays. All individuals/entities listed on the certificate of insurance will be deemed and additional insured per this contract.

All personnel for MAJESTIC FIREWORKS, INC. are ATF CLEARED and NYS CERTIFIED PYROTECHNICIANS

The party of second part will keep public back **500** feet in all directions from fireworks display to protect spectators and motor vehicles. Failure to secure specified area by party of second part shall release the party of the first part of any claims.

MULTI YEAR CONTRACT- Locks in Date- -if Cancelled within 5 years, party of the second part will pay full amount of contract only if they hire a new fireworks co. If party of second has a year they just can't do display due to finances the part of the second agrees to transfer the year to the end of Contract. **Price of display is negotiable each year.. Runs through 2024 to 2029 .. (NON APPLICABLE)**

The party of second part agrees to pay the party of the first part in case of complete cancellation the amount of 50% of said contract amount; or 75% within 48 hours cancellation of display. Once MAJESTIC FIREWORKS, INC. is on site, the party of the second part agrees to pay the party of the first part 100% of the amount of show.

In witness whereof, the parties have hereunto set their signature on the day and year written above

AMOUNT DUE FOR DISPLAY: \$10,000.00

BY: _____
CUSTOMER SIGNATURE

SHOOT TIME: TBD.

Joan E. Bielby
MAJESTIC FIREWORKS, INC

RESOLUTION NO. 119

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH COLLIERS ENGINEERING & DESIGN, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 273 ADOPTED DECEMBER 14, 2023 (\$42,618.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 273 adopted December 14, 2023, authorized the awarding of a contract to Colliers Engineering & Design, Inc., for services relative to the City Hall Improvement project, at a total contract price of \$198,440.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, Colliers Engineering & Design, Inc., be awarded Change Order No. 1 for this project for a total amount not to exceed \$42,618.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Colliers Engineering & Design, Inc., pursuant to Resolution No. 273 adopted December 14, 2023, be and is hereby amended, whereby Change Order No. 1 is hereby awarded, so as to modify the contract to allow for an increase of \$42,618.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$42,618.00, increasing the total contract price to \$241,058.00; and

BE IT FURTHER RESOVLED, Resolution No. 273, shall otherwise remain as originally adopted on December 14, 2023.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AMENDMENT TO AGREEMENT FOR PROJECT MANAGEMENT SERVICES



Project Leaders

Pursuant to the terms and conditions outlined in the City Hall Project Proposal - Services Agreement dated August 7th, 2023 between Bergmann Associates and Colliers Project Leaders USA NE, LLC having an office located at 135 New Road, Madison, Connecticut ("COLLIERS"), this Amendment to the Agreement shall serve as the CLIENT's authorization to perform additional services as defined below:

Enter Project Name: Rome City Hall Health and Safety Enhancement Project	Project No.: 23-11-00
Extension of Construction Terms from 08-1-2024 to 12-06-2024	

For the performance of services required under the Agreement, as amended, COLLIERS shall be compensated by the CLIENT in accordance with the following adjustments to the Fee for Basic Services:

Basic Services	Original Agreement	Previous Amendments	Amount of This Amendment	Total After Amendment	Fee Type Internal Only
Feasibility Study Phase					
Schematic Design Phase					
Design Development Phase					
Construction Documents Phase					
Bid Phase					
Construction Phase	\$176,800		\$42618	\$219418	
Commissioning/Occupancy Phase					
Close Out Phase	\$8,840				
Total Fee	\$185,640	\$0.00	\$42618	\$228258	

The Project Schedule shall be adjusted as follows:

Basic Services	Original Start Date	Adjusted Start Date	Original End Date	Adjusted End Date
Feasibility Study Phase				
Schematic Design Phase				
Design Development Phase				
Construction Documents Phase				
Bid Phase				
Construction Phase	08-1-2023	08-21-2023	08-01-2024	12-06-2024
Commissioning/Occupancy Phase				
Close Out Phase	08-01-2024	12-06-2024	10-01-2024	02-06-2025

This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Agreement, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Agreement, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

**AMENDMENT TO AGREEMENT FOR
PROJECT MANAGEMENT SERVICES**



Project Leaders

Project Manager: Colliers Project Leaders USA NE, LLC:

Authorized Signature: _____
Printed Name: Jeffrey S. Swan
Title: Sr. Project Manager
Date: 04/22/2024

Bergmann Associates:

Authorized Signature: _____
Printed Name: Joseph B. See
Title: Senior Design Manager
Date: _____

April 22, 2024

Mr. Matthew J. Andrews
Deputy Director
Community & Economic Development
City of Rome
198 N. Washington Street
Rome, NY 13440

Re: *Additional Services Proposal for Project Management Services for Rome City Hall*

Dear Matt:

Based upon our previous discussions, Bergmann is pleased to present this proposal for additional project management services to accommodate the general contractors revised schedule extension at Rome City Hall. The following is a breakdown of the services and fee that comprise the additional services request:

ADDITIONAL SERVICES:

A. Project Management Services – Amendment to Change Order No. 1

Scope of Services

Colliers Project Leaders USA NE, LLC will perform on-going Project Management Services through the close out phase. Refer to Colliers Project Leaders USA NE, LLC Project Management Additional Services Proposal attached to the end of this document.

FEE

Colliers Project Leaders USA NE, LLC proposes an additional services fee through the close out phase in the amount of **\$42,618.00**. Refer to Colliers Project Leaders USA NE, LLC Project Management Additional Services Proposal attached to the end of this document.

SCHEDULE:

City Hall: Refer to Colliers Project Leaders USA NE, LLC Project Management Additional Services Proposal attached to the end of this document for the general contractors revised schedule extension.



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

If you find this proposal to be acceptable, your signature on a copy of this letter, returned via e-mail or standard mail will constitute your authorization for us to proceed and an amendment to our Agreement. If you have any questions, please do not hesitate to call.

Best Regards,

BERGMANN

Joseph B. See, AIA, NCARB
Senior Design Manager

CLIENT ACCEPTANCE:

Printed Name

Title

Authorized Signature

Date

RESOLUTION NO. 120

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH BERGMANN ASSOCIATES ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 298 ADOPTED DECEMBER 13, 2018 (\$92,382.00).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 298 adopted December 13, 2018, authorized the awarding of a contract to Bergmann Associates Architects, Engineers, Landscape Architects & Surveyors, D.P.C., for services relative to the Rome City Hall DRI Implementation project, at a total contract price of \$349,445.00; and

WHEREAS, at a meeting held on September 15, 2022, the Board of Estimate and Contract awarded Change Order No. 1 to Bergmann Associates Architects, Engineers, Landscape Architects & Surveyors, D.P.C., to allow an increase of \$73,304.67; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Bergmann Associates Architects, Engineers, Landscape Architects & Surveyors, D.P.C., be awarded Change Order No. 2 for this project for a total amount not to exceed \$92,382.00, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Bergmann Associates Architects, Engineers, Landscape Architects & Surveyors, D.P.C., pursuant to Resolution No. 298 adopted December 13, 2018, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, so as to modify the contract to allow for an increase of \$92,382.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be an amount not to exceed \$92,382.00, increasing the total contract price to \$515,131.67; and

BE IT FURTHER RESOVLED, Resolution No. 298, shall otherwise remain as originally adopted on December 13, 2018.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

April 22, 2024

Mr. Matthew J. Andrews
Deputy Director
Community & Economic Development
City of Rome
198 N. Washington Street
Rome, NY 13440

Re: *Additional Services Proposal for Construction Administration for Rome City Hall*

Dear Matt:

Based upon our previous discussions, Bergmann is pleased to present this proposal for additional construction administration and design services for unforeseen work included in the project and other ongoing changes to scope and schedule at Rome City Hall. These items include revisions to the basement electrical and shop rooms, redesign of the concrete infill at the South wall and on-going construction administration work. The following is a breakdown of services and fees that comprise the additional services request:

ADDITIONAL SERVICES:

A. Construction Administration – Change Order No. 2

Scope of Services

Bergmann will perform on-going Construction Administration work including the review and approval of submittals, RFI's, revision bulletins, field reports and payment applications; construction meetings, as required site visits to monitor construction and the preparation of punch lists during the construction close-out phase.

FEE

Bergmann proposes a lump sum not to exceed fee retroactive to April 8, 2024, and continuing to substantial completion on October 3, 2024, in the amount of **\$49,705.75**.

In addition to the lump sum fee above for continued Construction Administration work, we are also requesting a fee of **\$40,576.25** for additional services provided, beyond our current contract limit, for Construction Administration work completed on the following tasks performed up to and including April 5, 2024.

- Prepare revised construction drawings and issue as revision bulletins, in response to RFI's, for the basement electrical and shop room revisions and the South wall concrete infill redesign.
- Review and approval of submittals.
- Review and approval of RFI's.
- Preparation and issuance of revision bulletins.



- Review and approval of payment applications.
- Project meetings.
- Review of third-party inspection reports.
- Review of field observation reports.
- Waterline relocation coordination.
- Storm line coordination.
- Hazmat testing coordination.

Electrical Services and Fee

Hesnor Engineering Associates is proposing an additional services fee of **\$2,100.00** for electrical drawing revisions to show updated power distribution and lighting layouts to accommodate the reconfigured basement electric and shop rooms. Refer to Hesnor Engineering Associates Extra Work Authorization Proposal #2 attached to the end of this document.

Total Fee Breakdown for Project Management Services and Construction Administration

Description	FEE
CO#2 - Bergmann – Fee through 4/5/24	\$40,576.25
CO#2 - Bergmann – Fee from 4/8/24 – 10/3/24	\$49,705.75
CO#2 - Hesnor Engineering Associates	\$2,100.00
Total Fees	\$92,382.00

SCHEDULE:

City Hall: Construction Administration work is on-going and it is our understanding that substantial completion is slated to be on October 3, 2024, per Murnane’s revised extension of completion date letter, dated February 13, 2024. Construction Administration work, other than punch list related items, that is required beyond October 3, 2024 will be considered an additional service and a separate proposal can be provided if our Construction Administration services are requested by the City of Rome.



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

If you find this proposal to be acceptable, your signature on a copy of this letter, returned via e-mail or standard mail will constitute your authorization for us to proceed and an amendment to our Agreement. If you have any questions, please do not hesitate to call.

Best Regards,

CLIENT ACCEPTANCE:

BERGMANN

Joseph B. See, AIA, NCARB
Senior Design Manager

Printed Name

Title

Authorized Signature

Date



March 11, 2024

Ms. Emily Timber, RLA
Project Manager/Landscape Architect
Colliers Engineering & Design
18 Corporate Woods Blvd., 4th Floor
Albany, NY 12211

**Re: Rome City Hall Addition Project:
Extra Work Authorization Proposal #2
Electric Room Reconfiguration**

NEW YORK

▪ 136 Everett Road
Albany, NY 12205
(P) 518.689.2030

MASSACHUSETTS

▪ 2A River Street
Adams, MA 01220
(P) 413.743.9500

www.hesnor.com

Dear Emily,

I am pleased to submit our Extra Work Authorization (EWA) proposal for the requested additional electrical design and coordination work for the above-referenced project. This additional work will reconfigure the power distribution and lighting systems serving the electric room.

PROPOSED ADDITIONAL SCOPE OF SERVICES & FEE:

We will revise our drawings to show updated power distribution and lighting layouts to accommodate the reconfigured electric room.

We propose to provide these additional services for a lump sum fee of **\$2,100**.

Please note:

- ◆ This fee is in addition to our original proposed fee of \$34,750 and the \$8,700 proposed under our EWA proposal dated March 3, 2022.
- ◆ The exclusions listed in our March 3, 2021 proposal apply.
- ◆ This EWA proposal incorporates HEA's Terms and Conditions (originally transmitted March 3, 2021).

If this EWA proposal is acceptable, and upon being given notice to proceed, please complete and sign the "Acceptance and Authorization to Proceed with Additional Work" on the following page and return to me. Emily, we look forward to working with you and your team to successfully complete this exciting project. Please feel free to contact me at 518.265.2135 with any questions. Thank you as always.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ Hesnor', written over a light blue horizontal line.

TJ HESNOR, PE
Partner

ACCEPTANCE AND AUTHORIZATION TO PROCEED WITH ADDITIONAL WORK

This Extra Work Authorization (EWA) Proposal and the Terms & Conditions incorporated by reference herein serves as the Agreement between the signed party below and Hesnor Engineering Associates, PLLC, which may only be changed in writing by mutual agreement of parties.

PROJECT: Rome City Hall Addition Project, EWA #2: Electric Room Reconfiguration

Agreed to and Accepted by:

Company

Printed Name

Signature

Date

RESOLUTION NO. 121

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH MURNANE BUILDING CONTRACTORS, INC., PURSUANT TO BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 136 ADOPTED JUNE 15, 2023 (\$96,766.34).

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 136 adopted June 15, 2023, authorized the awarding of a contract to Murnane Building Contractors, Inc., for services relative to the Rome City Hall Health & Safety Facility Enhancements project, at a total contract price of \$4,572,000.00; and

WHEREAS, at a meeting held on December 14, 2023, the Board of Estimate and Contract awarded Change Order No. 1 to Murnane Building Contractors, Inc., to allow an increase of \$539,007.00; and

WHEREAS, it has been recommended by Joseph Guiliano, Commissioner of Public Works for the City of Rome, that Murnane Building Contractors, Inc., be awarded Change Order No. 2 for this project for a total amount not to exceed \$96,766.34, pursuant to the attached documentation which is made part of this Resolution; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Murnane Building Contractors, Inc., pursuant to Resolution No. 136 adopted June 15, 2023, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, so as to modify the contract to allow for an increase of \$96,766.34; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be an amount not to exceed \$96,766.34, increasing the total contract price to \$5,207,773.34; and

BE IT FURTHER RESOVLED, Resolution No. 136, shall otherwise remain as originally adopted on June 15, 2023.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

CHANGE ORDERS

CO #2: Water Line

Burrows	\$	32,753.66
Murnane	\$	1,637.68
TOTAL	\$	34,391.34

CO #3: ACM Below Grade

Kascon	\$	17,060.00
Murnane	\$	853.00
Ruhnke	\$	10,024.00
Murnane	\$	1,504.00
TOTAL	\$	29,441.00

CO #4: Sewer/Sanitary Line

Burrows	\$	8,521.00
Brandeles	\$	4,102.00
Murnane	\$	631.00
TOTAL	\$	13,254.00

CO #5 East Wall Revisions

Sub-Con's	\$	10,786.00
Murnane		\$959
TOTAL		\$11,745

CO #6: Grille and Diffuser Painting on Site

Murnane	\$	603.00
TOTAL	\$	603.00

CO#7 removal of buried foundations

Burrows	\$	6,983.00
Murnane		\$349.00
TOTAL		\$7,332.00

CO #1 Mechanical \$ 539,007.00

1/5/2024

TOTAL CHANGE ORDERS \$ 635,773.34

Amount owed Murnane \$ 96,766.34 as of 5-01-2024



September 28, 2023

Mr. Joe Guiliano
Engineer II
City of Rome
198 Washington Street
Rome, NY 13440

Re: City Hall Facility Enhancements
Change Request #2 – Re-route 6" Water Main at North Side of Building

Dear Mr. Guiliano:

Due to the unforeseen location of the 6" water line running in near proximity to the north area of construction, we cannot excavate for the work and maintain the integrity and service of that line as it exists. In our opinion, the most cost-effective means to deal with issue as well as one that maintains the progress of the project without delay is to re-route it.

Burrows Trucking & Excavating Proposal:	<u>\$ 32,753.66</u>
Murnane 5% O & P	<u>\$ 1,637.68</u>
Total Proposed Price:	\$ 34,391

Please contact me with any questions. Please advise on this as soon as possible.

Sincerely,

Andrew P. Kantor, Vice President



MURNANE
Building on a Tradition of Excellence

MURNANEBUILDING.COM

December 21, 2023

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #3 – Encountered ACM Below Grade

Dear Chris,

Enclosed, please find back-up of costs from our asbestos abatement subcontractor, Kascon, LLC, and the environmental engineer/consultant, Eisenbach & Ruhnke, we engaged to address the unforeseen asbestos containing material encountered on the utility tunnel and adjacent areas.

Subcontractor:

Kascon	\$17,060
Murnane 5% O & P:	853

Consultant:

Eisebach & Ruhnke:	\$10,024
Murnane 15% O & P:	1,504

Total Additional Cost: \$29,441

Please contact me with any questions. Please process as a change order to our contract.

Sincerely,

Andrew P. Kantor, Vice President

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301



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MURNANEBUILDING.COM

January 8, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #4 – Storm/Sanitary Changes to Address Pitch

Dear Chris,

Proposed cost to address the storm/sanitary as per the engineer's RFI response.

Subcontractor:

Fred Burrows (exterior work):	\$ 8,521
HJ Brandeles (interior/at building):	<u>4,102</u>
Subtotal:	\$12,623
Murnane 5% O & P:	631

Total Additional Cost: \$13,254

Please contact me with any questions. Please provide written direction to proceed if accepted.

Sincerely,

Andrew P. Kantor, Vice President

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301



January 8, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #3 – Storm/Sanitary Changes to Address Pitch

Dear Chris,

Proposed cost to address the storm/sanitary as per the engineer's RFI response.

Subcontractor:

Fred Burrows (exterior work):	\$ 8,521
HJ Brandeles (interior/at building):	<u>4,102</u>
Subtotal:	\$12,623
Murnane 5% O & P:	631

Total Additional Cost: \$13,254

Please contact me with any questions. Please provide written direction to proceed if accepted.

Sincerely,

Andrew P. Kantor, Vice President

Joseph Guiliano 1/9/2024

FRED BURROWS TRUCKING and EXCAVATING, LLC
437 Oriskany Blvd.
Whitesboro, NY 13492
315-736-1971
www.fredburrows.com

Murnane Building Contractors, Inc.
 15 Wood Road
 Whitesboro, NY 13492

QUOTATION #240108

Attn: Andy Kantor
 Phone: (P) (315) 736-0879; akantor@murnanebuilding.com

QUOTATION DATE: ESTIMATOR
 1/8/2024 JKK

	UNIT PRICE	EXTENSION
<u>RE: Rome City Hall Building Addition</u>		
<u>Rome, New York</u>		
* Demolition and Site Removals as Necessary * Furnish & Install Storm Drainage Pipe Relocation * Furnish & Install Sanitary Sewer Pipe Relocation - 6" Pipe in Lieu of 4" Pipe * Furnish, Place and Compact Subbase for Site Concrete Walks Patching * Furnish, Place and Compact Subbase for Asphalt Pavement Patching		
<u>Labor Costs:</u>	\$	3,602.50
<u>Equipment Costs:</u>	\$	1,825.00
<u>Material Costs:</u>	\$	1,982.00
<u>L. E. & M Subtotal</u>	\$	7,409.50
<u>15% OH & P on L, E. & M:</u>	\$	1,111.43
<u>Total Cost of RFI-5 Work:</u>	\$	8,520.93
 ** PLEASE NOTE **		
* NYS Sales Tax on Material <i>is not Included</i> in Our Price * Prevailing Wage Rates <i>are Included</i> in our Price * Street Cleaning and Maintenance for Other's Work <i>is not Included</i> in Our Price * C.I.P. Concrete of Any Kind <i>is not Included</i> in Our Price * Asphalt Paving/Patching <i>is not Included</i> in Our Price * Prevailing Wage Rates for Teamsters Hauling Aggregate to Public Projects <i>is not Included</i> in this Proposal * Temporary Construction or Permanent Site Fencing <i>is not Included</i> in Our Price * Dewatering <i>is Included</i> for Our Exc. & Backfill Only (3" Pump Capacity) * Frost Protection and Excavation/Backfill <i>is not Included</i> in Our Price * Survey for Site Baseline and Buildings Layout <i>is not Included</i> in Our Pricing * Landscape; i.e. Lawn Seed & Mulch and Plantings <i>are not Included</i> in Our Price * Drawings Used: Colliers Engineering Email Narrative; Dated 01/03/24		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. PAYMENT IS EXPECTED WITHIN 30 DAYS OF INVOICE DATE. THIS QUOTATION IS VALID FOR 20 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTED
 FREDERICK R. BURROWS, JR.

DATE
 THANK YOU!



Since 1897

HJ Brandeles Corp.

Mechanical Contractors

8101 Halsey Road ♦ Whitesboro, New York 13492
(315) 733-7565 Phone (315) 733-6346 Fax

To: Murphy

From: Ben

Total Pages: 1 Date: 1-5-24

RE: Round Over Work

Remarks:

Pipe	Frost Line Sec Supports	1105
HITI	Line 32.445	2624
		3729
	101.	373
		4102

- Remove 6" Storm
- Core Drill New 8" Hole
- Use 6" Storm Through New Hole
- Removal of Existing Chimney By Others. We Can Cap Existing Pipe Inside Bldg To Allow.



MURNANE
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MURNANEBUILDING.COM

January 29, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #5 – Bulletin RB-02 Revisions to East Wall of Addition

Dear Chris,

Proposed cost to make modifications as per RB-02:

Subcontractor:

Longhouse (Rebar):	\$ 156
Midstate Steel (Steel Bent Plate):	\$ 3,325
CFE (Metal Walls Panels) :	<u>\$ 3,105</u>
Subtotal:	\$ 6,586
Murnane 5% O & P:	329

Self-Performed Work:

Additional formwork at Pier J.9 & 5.9 (Approx 20 SF)	\$ 200
Remove brick below relief angle (approx. 200 SF)	<u>\$ 4,000</u>
Subtotal:	\$ 4,200
Murnane 15% O & P:	630

Total Additional Cost: \$11,745

Please contact me with any questions.

Sincerely,

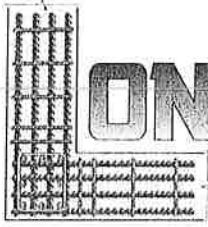
Andrew P. Kantor, Vice President

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301



LONGHOUSE
CONSTRUCTION
GROUP, LLC

Change Order Request

6476 East Taft Rd East Syracuse NY 13057
 PH: 315-455-5616
 FX: 315-609-7727

MWBE/DBE Approved

Submitted to:
 Andy- Murnane

January 11, 2024

REF: 0 Rome City Hall, Health Safety

Change Order Request: 4523135-101 Customer Ref: RB-02

PCO No.	Description	Amount
101	Added rebar for RB-02 dated 12/15/23	\$156.00

Item Description	Price	M/U %	Extended Price
Subcontracted Material	\$56.52	5%	\$59.00

Item Description	Quantity	UM	Unit Price	Extended Price
Rebar Labor	1.0	HR	\$96.81	\$97.00

Extended prices rounded to nearest dollar

Attachment:

Approved by: _____

Date: _____

Submitted by:
Emily Abrantes-Weller
Longhouse Construction Group LLC

MIDSTATE STEEL

2211 Bleecker ST.
(315)733-9288



Utica, New York 13501
FAX (315)724-5472

Quotation C23M22-1

January 24, 2024

Murnane Building Contractors, inc
15 Woods road
Whitesboro, NY 13492
(315) 736-0879

Attention: Contract Bidding

Please review our quotation on the project titled:

Rome City Hall RB-02 revision

Subject to the following Inclusions, Terms and Conditions:

Scope of Work

Supply of Structural and Misc. Steel listed under "Inclusions" in accordance with but not to include in its entirety:
Specification Sections: 051200, 052100, 053100, 055000, 055100, & 055213 as well as the RB-02 drawing e-mails
12/21/2023

Preparation of this proposal was conducted in accordance with AISC 303-10 Code of Standard Practice for Steel Buildings and Bridges and therefore considered to be the standard and will be incorporated into the relationships between the parties to any future contract or purchase order resulting from this proposal.

This offering includes the following:

Delete 2 angles 6x6x5/16 on beam 2B23 , re-detail Beam to replace angles with 6x14x1/4" bent plates

Terms and Conditions:

No state, county or city sales taxes are included in this bid.

This proposal and our quote number shall be part of any future contract or purchase order resulting from this quote.

If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.

Net / 30 days with progressive payments.

No retention allowed.

All line and grade shall be the responsibility of others. Per AISC, prior to column erection, one (1) grade nut at each bolt cluster shall be set at proper elevation by Customer. If leveling plates are used, Customer shall set plates to grade.

This proposal is subject to acceptance within 30 days from the date tendered and shall be subject to satisfactory arrangement of details. The Code of Standard Practice of the American Institute of Steel Construction, Ninth Edition, 1989, is hereby made a part of this proposal and shall govern in all matters to which it is applicable not otherwise provided herein.

We propose to provide this project as described above,
for the lump sum price **\$3,325.00** excluding tax.

Thank you for the opportunity to quote on this project.

Sincerely,

Gary E Bullis
Estimator/PM
Midstate Steel, LLC



CFE

AN EVANS ROOFING COMPANY

35 Industrial Park Boulevard
PO Box 1255
Elmira, New York 14902-1255
Telephone: 607.734.5201
Fax: 607.734.0471
Web: www.cfe-roofing.com

January 15, 2024

Andy Kantor
Murnane Building Contractors
15 Wood Road
Whitesboro, NY 13492

Re: Rome City Hall - RB-02 Change Proposal

Dear Andy,

We hereby submit our change order request in the amount of \$3,105.00 to provide and install additional panels and trims associated with Revision Bulletin #2.

Please feel free to contact me if you have any questions.

Sincerely,

Tyler Williams
Project Manager
CFE, Inc.



MURNANE
Building on a Tradition of Excellence

MURNANEBUILDING.COM

January 30, 2024

Mr. Chris Caravelli
DJB Builds

Re: Rome City Hall Facility Enhancements
Change Request #6 – Field Paint

Dear Chris,

As requested, proposal to field paint 8 interior HVAC grilles and 1 Exterior Louver:


Subcontractor:

Winterton Painting:	\$ 574
Murnane 5% O & P:	<u>29</u>

Total Additional Cost: \$ 603

Please contact me with any questions.

Sincerely,


Andrew P. Kantor, Vice President

change approved 1-30-2024

Joseph Guiliano

104 Sharron Avenue
Plattsburgh, NY 12901
518-561-4010

6728 Myers Road
East Syracuse, NY 13057
315-432-0490

15 Wood Road
Whitesboro, NY 13492
315-736-0879

287 Ushers Road
Clifton Park, NY
518-978-3301

WINTERTON PAINTING II, INC.

Residential - Commercial
Industrial

Airless Spray
Drywall Finishing

Custom Wallpapering
Graphics

PROPOSAL REQUEST *CHANGES / ADDITIONS / DELETIONS*

DATE: January 19, 2024
TO: Murnane Builders
ATTN: Andy Kantor
JOB: Rome City Hall
REGARDING: Add Grills and Louver Painting

Winterton Painting II, Inc., agrees to the following specifically described ADDITION affecting the job currently under contract:

INTERIOR PAINTING
EXTERIOR PAINTING

8 Each HVAC Ceiling Grills

- Prep & Apply 2 Coats of DTM to Ceiling Grills

1 Each Exterior Louver

- Prep & Apply 2 Coats of DTM to Exterior Louver

Additional Cost: \$574.00

Winterton Painting II, Inc. agrees to furnish labor and materials, complete in accordance with the above specifications, at the above stated price.

SUBMITTED BY: C. Michael Harney, Estimator/Owner, Carl F. VanDresar, Owner

Note: If approved and accepted by you, this revision becomes part of, and in conformance with, the existing contract.

APPROVED AND ACCEPTED BY:

_____	_____	_____
Signature	Printed Name	Date

RESOLUTION NO. 122

**AUTHORIZING THE CREATION OF ONE (1) TEMPORARY
POSITION OF ADMINISTRATIVE AIDE (AG8020).**

By _____:

WHEREAS, it is the recommendation of Brian Adams, Treasurer for the City of Rome, that one (1) temporary position of Administrative Aide (AG8020) be created, effective April 29, 2024 and expiring once the position is moved to full-time; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) temporary position of Administrative Aide (AG8020) be created, effective April 29, 2024 and expiring once the position is moved to full-time; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2024 budget to reflect same.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 123

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN INDEMNIFICATION AND RELEASE AGREEMENT
WITH THE ONEIDA COUNTY SHERIFF'S DEPARTMENT
FOR USE OF THE FIREARMS TRAINING RANGE.**

By _____:

WHEREAS, Police Chief Kevin James has recommended that the City of Rome enter into an Indemnification and Release Agreement with the County of Oneida for access to the firearms training range, now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does authorize the Mayor of the City of Rome, New York, to enter into an Indemnification and Release Agreement, at no cost to the City of Rome, with the County of Oneida for access to the firearms range owned by the Town of Whitestown by sworn officers of the Rome Police Department for firearms training and requalification.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in PISTOL AND FIREARMS RANGE. (hereinafter the "Activity"); and

IN CONSIDERATION OF our desire to participate in said Activity and being given the right to participate in same;

WE _____, the Participant, **HEREBY**, (hereinafter collectively, "Releasor," "I" or "me" or "we" or "our", which terms shall also include Releasor's agency, department, individual members, employees, police officers, sheriffs, deputy sheriffs, law enforcement personnel, participant(s) and affiliates), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of participation in the Activity; and

WE _____, the Participant, **HEREBY** release and forever discharge ONEIDA COUNTY SHERIFF'S OFFICE AND THE COUNTY OF ONEIDA, of said Activity located at Perimeter Road, Rome, New York, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"); from any physical or psychological injury that we may suffer as a direct result of participation in the aforementioned Activity.

WE _____, the Participant, **HEREBY** acknowledges that we are: **VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND WE ARE PARTICIPATING IN THE ACTIVITY ENTIRELY AT OUR OWN RISK. WE ARE AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. WE UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM OUR OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, WE ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN, OF OUR PARTICIPATION IN THIS ACTIVITY.**

WE FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by any of our members or anyone on our behalf, including attorney's fees and any related costs.

WE FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that we should require medical care or treatment, We authorize Oneida County Sheriff's Office to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency

(initial _____)

medical transport, and sharing of medical information with medical personnel. We further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. We are aware and understand that we are obligated to carry and maintain our own liability and health insurance associated with this activity.

WE FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. We agree not to participate in the Activity unless we are medically able and properly trained, and we agree to abide by the decision of the Oneida County Sheriff's Office and the County Of Oneida official or agent, regarding our approval to participate in the Activity.

WE FURTHER ACKNOWLEDGE that we understand there is an element of risk inherent in any form of firearms activity, and we realize there is a chance of an accident occurring, which may result in bodily injury, death or property damage. By voluntarily participating in the activities being offered by the Oneida County Sheriff's Office (OCSO), we accept and assume all risk while we are participating in activities conducted by OCSO or while we are present on their premises.

WE HEREBY ACKNOWLEDGE THAT WE HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. WE EXPRESSLY AGREE TO RELEASE AND DISCHARGE the Oneida County Sheriff's Office and the County Of Oneida

AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND WE AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT WE OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Oneida County Sheriff's Office and the County Of Oneida FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Oneida County Sheriff's Office and the County Of Oneida, its agents, and employees.

We agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of our or members willful actions, neglect or recklessness, We acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF OUR PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

(initial _____)

~~THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be~~
interpreted as an agreement between two parties of equal bargaining strength. Both Participant,
_____ and Oneida County Sheriffs Office and the County Of Oneida
agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be
used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based
on the language in accordance with the purposes for which it is entered into. In the event that any
provision contained within this Release of Liability shall be deemed to be severable or invalid, or if
any term, condition, phrase or portion of this agreement shall be determined to be unlawful or
otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a
court should find that any provision of this agreement to be invalid or unenforceable, but that by
limiting said provision it would become valid and enforceable, then said provision shall be
deemed to be written, construed and enforced as so limited.

**WE, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT WE ARE OF THE AGE OF
18 YEARS OR OLDER, AND THAT WE ARE FREELY SIGNING THIS
AGREEMENT ON BEHALF OF OUR AGENCY AND MEMBERS. WE CERTIFY THAT WE
HAVE READ THIS AGREEMENT, THAT AS A PARTICIPANT I AM AUTHORIZED TO
SIGN THIS AGREEMENT ON BEHALF OF THE AGENCY AND ALL OF ITS
INDIVIDUAL MEMBERS PARTICIPATING IN THE ACTIVITY, THAT WE FULLY
UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE
MODIFIED ORALLY. WE ARE AWARE THAT THIS IS A RELEASE OF
LIABILITY AND A CONTRACT AND THAT WE ARE SIGNING
IT OF OUR OWN FREE WILL.**

Participant's Name: _____

Participant's Address:

Signature: _____

Date: _____