

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

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

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BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

JANUARY 23, 2025
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. 19 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A GRANT SERVICES AGREEMENT WITH CAYO INDUSTRIAL LLC. **Andrews**

RES. NO. 20 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "SELECTIVE STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN PATROLS" (\$4,495.00). **James**

RES. NO. 21 AUTHORIZING AN AMENDMENT TO AGREEMENT WITH PAYMENTUS CORPORATION, TO ADJUST FEE SCHEDULE. **Adams**

RES. NO. 22 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC., FOR AN AMOUNT NOT TO EXCEED \$2,794,689.00. **Andrews**

RES. NO. 23 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C., FOR AN AMOUNT NOT TO EXCEED \$15,000.00. **Andrews**

RES. NO. 24 AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING AND GEOLOGY, P.L.L.C., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 58 ADOPTED MARCH 14, 2024 (\$20,350.00). **Andrews**

RES. NO. 25 AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH CENTRAL PAVING, INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 243 ADOPTED OCTOBER 26, 2023 (\$7,200.00). **Andrews**

RES. NO. 26 AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 304 BELL ROAD FOR \$15,000.00. **Domenico**

RES. NO. 27 AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 215 NORTH WASHINGTON STREET FOR \$26,500.00. **Domenico**

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 19

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A
GRANT SERVICES AGREEMENT WITH CAYO INDUSTRIAL LLC.**

By _____:

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome enter into a Grant Services agreement with Cayo Industrial LLC for the RESTORE NY grant at an amount not to exceed \$1,900,000.00; now, therefore,

BE IT RESOLVED, the Board of Estimate and Contract hereby authorizes entering into a Grant Services agreement with Cayo Industrial LLC for the RESTORE NY grant at an amount not to exceed \$1,900,000.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

720 Railroad Street

Grant Services Agreement Terms (Draft)

Empire State Development Corporation RESTORE NY Grant Terms

1. \$1.9 million available (must follow the scope of work in **Exhibit A** and total budget in **Exhibit B** to receive full grant amount)
2. Reimbursement mechanism (expenses must be documented and expenses paid prior to reimbursement)
3. City of Rome acts as a funding pass-through from Empire State Development Corp.
4. City will submit reimbursement requests to ESD as per **Exhibit C**
5. Grantee will comply with good faith efforts as they relate to **Exhibit D** Minority Women-owned Business Enterprise Utilization Plan
6. Grantee must secure a Certificate of Occupancy to be eligible for final grant reimbursement
7. Project term 2 years from August 13, 2024
8. MWBE utilization goal of 30% of \$1.9 million grant award
9. SDVOB goal is 6% of \$1.9 million grant award

Attachments:

Exhibit A – Scope of Work

Exhibit B- Budget

Exhibit C- Reimbursement Schedule

Exhibit D- MWBE Utilization Plan

August 13, 2024

Mr. Matthew Andrews
City of Rome
198 North Washington Street
Rome, NY 13440

Re: City of Rome - Restore NY VIII – Rome Waterfront Catalyst

Dear Mr. Andrews:

I would like to take this opportunity to offer my congratulations on the City of Rome's Restore NY grant and to update you on the next steps in the Empire State Development Corporation's ("ESD") grant process. According to our records, funds have been awarded for the following Restore NY project(s) and will be used as outlined in your original application:

- Project *NAME* has been awarded \$1,900,000
- Total Project Cost - \$2,295,942
- Project Address – *720 Railroad St & 530 Harbor Way, Rome, NY 13440*
- Project summary – The project will rehabilitate a 26,000 s/f vacant industrial building into a vibrant waterfront site that leverages the fastest growing industry in the Mohawk Valley, tourism, with a brewery and entertainment venue. Upon project completion, the building will offer three distinct sections: a nearly 7,000 s/f brewery, a spacious 16,500 s/f section for industrial/entertainment, and a 3,000 s/f area dedicated to maintaining the building, along with an art studio for film/creative design.

A project manager will be reaching out to request updates and/or changes to your application (revised timeline, State Environmental Quality Review Act ("SEQRA") update, State Historic Preservation Office ("SHPO") review information, etc.) This project manager will work with you as necessary to finalize your application.

When your application has been finalized, the City of Rome's Restore NY project will be presented to the ESD Board of Directors for approval. The Directors meet on a monthly basis. Please note that no project will be presented to the ESD Board of Directors for approval until both the SEQRA and SHPO reviews have been completed.

ESD's Contractor & Supplier Diversity policies will apply to this project. The Office of Contractor and Supplier Diversity ("OCSD") will assign Minority- and Women-owned Business Enterprise ("MWBE") and Service-Disabled Veteran-owned Business ("SDVOB") participation

goals to this project. While ESD's agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower. ESD will contact you for a detailed scope of work, budget, and information on additional sources of funding in order to establish the project-specific goals. You shall also be required to use good faith efforts to achieve the goals assigned to this project. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall also be required. Your OCSD Project Manager will be in touch to learn more and establish goals for your project.

After board approval, all Restore NY projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board. Once these final steps are achieved, your project manager will send you a signed Grant Disbursement Agreement ("GDA") for execution. Project disbursements may occur after ESD's receipt of the executed GDA and with the submission of the appropriate supporting documentation. As mentioned throughout the application process, payments will be made in a lump sum upon project completion on a reimbursable basis. However, highly or moderately distressed communities may, upon request, receive pro rata progress payments throughout the Restore NY project.

ESD encourages grantees to adopt sustainable construction practices as part of their Restore NY project. Recycling of construction & demolition materials, reusing recovered materials, and building with recycled content may help municipalities lower project costs, create green jobs, and reach climate goals. As a condition of this award, the Environmental Services Unit (ESU) at ESD has prepared a short webinar to watch and a survey to complete. ESU's Director, Rebecca Miller, will reach out to you via email in the coming months with these materials so please keep an eye out.

This award shall terminate two calendar years from the date of this letter if the project has not commenced.

Your Project Manager will reach out soon to answer any questions you may have. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in cursive script that reads "A Madmoune".

Allison Madmoune
Regional Director
Mohawk Valley Region

CC: Scott Lamkin
Nicole Francis
Jordan Kaplan

Exhibit A – Scope of Work

Project summary – The project will rehabilitate a 26,000 s/f vacant industrial building into a vibrant waterfront site that leverages the fastest growing industry in the Mohawk Valley, tourism, with a brewery and entertainment venue. Upon project completion, the building will offer three distinct sections: a nearly 7,000 s/f brewery, a spacious 16,500 s/f section for industrial/entertainment, and a 3,000 s/f area dedicated to maintaining the building, along with an art studio for film/creative design.

Brewery Phase

This phase includes plumbing, electrical, HVAC, masonry, general fit-out, and all associated engineering costs. Business equipment will be a component of the developer required project equity. This work will be paid for and undertaken by Deviation Brewing Co.

Building General Phase

This phase includes roof replacement, masonry, electrical, plumbing, windows, doors, canopy replacement, and rehabilitation of the parking lot. This phase also includes upgrading the buildings fire suppression system and all associated engineering costs. This work will be paid for and undertaken by the building owner Cayo Industrial LLC.

Site Improvements

This phase includes improvements to the vehicle access driveway, parking, pathways, and associated engineering. The City's contribution to the project will include development of a waterfront area improvement project for passive recreation as an extension of Bellamy Park and includes landscaping, patio space, and associated engineering costs. This phase includes work to be undertaken and paid for by the City and the building owner.

PROJECT OVERVIEW

These expenses address critical structural, safety, and aesthetic concerns, ensuring that the building is not only safe and habitable but also visually appealing and economically viable. The proposed repairs and upgrades, including roof replacement, masonry work, electrical upgrades, plumbing modifications, and door and window replacements, are necessary to transform the warehouse into a vibrant year-round entertainment venue. Additionally, the renovation of the loading dock and canopy will preserve the building's industrial facade, create a safer environment, and enhance the overall aesthetic of the area. By investing in these key areas, we can revitalize this historic property, attract visitors and businesses, and contribute to the economic and the overall revitalization of Rome's waterfront district.

The proposed revitalization of the Rome NY harbor district represents a unique opportunity to transform an underutilized area into a vibrant waterfront destination. Through careful planning and strategic investment, this project has the potential to revitalize the Rome waterfront, create jobs, and stimulate economic growth in the region.

PROJECT TIMELINE

Below is a list of the work to be done in the order it will be conducted:

PHASE 1 PENDING START DATE: April/May (weather permitting)

- Permits
- Masonry
- Roofing
- Main Garage door install
- Architectural fees

Exterior of building to be completed first creating a solid structure and roof. Garage doors are to be replaced after new masonry wall completed. Architectural work completed for the project.

PHASE 2 PENDING START DATE: May-June

- Canopy/window Removal
- Electrical
- Plumbing
- Gas meters
- Sprinkler upgrades
- Electrical Reconfiguration
- Brewery: Fitout
- Brewery: Masonry

Canopy and windows are removed next. This opens up loading dock for outside electrical work. Electrician states power will not be interrupted during this phase. Plumbing can also be started for water main and internal work following. National Grid gas meter install and sprinkler upgrades can all be done simultaneously as water will also need to be turned off during plumbing phases. Brewery begins installing fixtures during fit-out phase and masonry for designated areas.

PHASE 3

PENDING START DATE: June-July

Interior masonry wall
Garage doors
Fire Alarm System
Window replacement
Gas meter piping / install
New exterior access doors install
Outside Lighting
Interior masonry costs
Brewery: Plumbing
Brewery: Electrical
Brewery: HVAC

Window replacements can begin, with coordination with the window removal company to determine if the work can be performed simultaneously. The masonry wall dividing the tenant spaces can be constructed at any phase but is scheduled for Phase 3 to allow the roofing company to install drains inside if needed. New garage doors and pedestrian doors will be installed. The brewery will complete plumbing, electrical work for equipment, and HVAC connections to the new service lines in the designated area.

PHASE 4

PENDING START DATE: July-August

Canopy
Parking Lot
New Stairs/Ramps

The exterior canopy will be constructed after the roofing, masonry, doors, and windows are installed. Paving of the lot can proceed now that the water main excavation and related work have been completed. Stairs and ramps will be built over the newly paved surface.

Exhibit B- Budget

Phase	Item Description	Cost Estimate	Sources				Total
			RESTORE NY Grant	Developer Equity	National Grid	Public Funding	
Brewery Space							
	Plumbing	\$50,000.00	\$50,000.00				\$50,000.00
	Electrical	\$37,000.00	\$37,000.00				\$37,000.00
	HVAC	\$68,000.00	\$68,000.00				\$68,000.00
	Masonry	\$18,000.00	\$18,000.00				\$18,000.00
	Fitout	\$21,500.00	\$21,500.00				\$21,500.00
	G4 Kegs	\$9,667.00		\$9,667.00			\$9,667.00
	Walkin Cooler	\$21,427.00		\$21,427.00			\$21,427.00
	Beverage Tanks	\$450.00		\$450.00			\$450.00
	Liscense	\$1,768.00		\$1,768.00			\$1,768.00
	Insurance	\$7,000.00		\$7,000.00			\$7,000.00
	Equipment Lease	\$163,530.00		\$163,530.00			\$163,530.00
Building General							
	Roof Replacement	\$600,000.00	\$600,000.00				\$600,000.00
	Masonry	\$170,000.00	\$170,000.00				\$170,000.00
	Electrical	\$50,000.00	\$50,000.00				\$50,000.00
	Plumbing	\$80,000.00	\$80,000.00				\$80,000.00
	Windows	\$200,000.00	\$100,000.00		\$100,000.00		\$200,000.00
	Garage Doors	\$45,600.00	\$45,600.00				\$45,600.00
	Loading Canopy Demo	\$25,000.00	\$25,000.00				\$25,000.00
	Loading Canopy install	\$50,000.00	\$50,000.00				\$50,000.00
	Doors	\$32,000.00	\$32,000.00				\$32,000.00
	Sprinkler System	\$25,000.00	\$25,000.00				\$25,000.00
	Parking Lot East	\$60,000.00	\$60,000.00				\$60,000.00
	Engineering	\$25,000.00	\$25,000.00				\$25,000.00
Site Improvements							
	Vehicle Access Drive	\$200,000.00	\$200,000.00				\$200,000.00
	Vechile Parking	\$225,000.00	\$225,000.00				\$225,000.00
	Clearing and Grubbing	\$10,000.00	\$10,000.00				\$10,000.00
	Recreation Path	\$15,000.00	\$15,000.00				\$15,000.00
	Landscaping	\$35,000.00				\$35,000.00	\$35,000.00
	Waterfront Patio	\$30,000.00	\$8,500.00			\$21,500.00	\$30,000.00
	Engineering	\$20,000.00				\$20,000.00	\$20,000.00
Total		\$2,295,942.00	\$1,915,600.00	\$203,842.00	\$100,000.00	\$76,500.00	\$2,295,942.00
	90% maximum	\$2,066,347.80					
	10% minimum	\$229,594.20					

720 RAILROAD STREET – ROME, NY

BUDGET OVERVIEW

NOTE: This is a comprehensive guide to the construction. Please note there may still be missing information and ongoing updates to work and quotes.

TOTAL COSTS BELOW: RESTORE:	\$1,899,971
NAT GRID GRANT:	\$ 100,000
10% Match	\$ 248,381
Deviation Brewery (\$171,881.50)	
City of Rome (\$76,500)	

Total Project Cost \$2,295,942

CONSTRUCTION	COMPANY	QUOTE
Roof/Masonry	Cobblestone	\$998,000
Fire Alarm System	General Security	\$ 10,000 (est. not actual)
Plumbing	Rizio & Calandra	\$ 50,000 (est, not actual)
Garage doors	Beaton	\$ 45,000
Canopy/window Removal	Contento / CRAL	\$ 37,040
Asbestos Testing	A2Z Environmental	\$ 3,205
Window replacement	Utica Windows	\$198,000
Sprinkler upgrades	Johnson Controls	\$ 10,726
Electrical (Nat Grid Grant)	Stacks Electric	\$ 50,000
Parking Lot (Nat Grid Grant)	Joe Stanley Paving	\$ 50,000
Canopy / New Stairs/Ramps		\$200,000 (est, not actual)
Exterior ramps/stairs	Cobblestone	\$100,000 (est, not actual)
Electrical Reconfiguration	Stacks Electric	\$ 7,500
Permits	City of Rome	\$ 20,000
Architectural fees	CLT Architects	\$ 20,000

DEVIATION BREWERY:

Plumbing	Rizio & Calandra	\$ 60,000
Electrical	Pierson Electrical	\$ 37,000
HVAC	Bentley Engineering	\$ 68,000
Masonry	Carletta Masonry	\$ 20,000
Fitout	Owner Improvements	\$ 21,500
Remaining:		\$ 47,590

Item	Quantity	Cost	Total
Rinnai Tankless Hot Water	2	1,300.00	2,600.00
Advantco 60" Under Counter Bar Fridge	2	1,479.00	2,958.00
12' x 16' Walk In Fridge	1	21,427.00	21,427.00
CO2 Tanks	1	450.00	450.00
NYS Brewers License	1	1,780.00	1,780.00
Insurance	1	7,000.00	7,000.00
Brewing Equipment Lease	1	100,000.00	100,000.00
Brewhouse	1	15,000.00	15,000.00
Keg Washer	1	10,999.00	10,999.00
G4 Kegs - 1/2 bbl with logo	75	108.50	8,137.50
G4 Kegs - 1/6 bbl with logo	20	76.50	1,530.00
			0.00

TOTALS \$171,881.50

Exhibit C- Reimbursement Schedule

Reimbursements will be submitted by Phase as indicated in Exhibit A Project Timeline.

Exhibit D- MWBE Utilization Plan



**Empire State
Development**

OCSD-4

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* Indicates mandatory fields

* Contractor Name: _____ Address: _____

* Representative Name: _____ Town, State & Zip: _____

* Phone: _____ * ESD Contract/Project Number: _____

* Fax: _____ RFP/RFQ/Solicitation Number: _____

* Email: _____ * MWBE Goal: MBE _____ % + WBE _____ % = MWBE GOAL _____ %

* Total Dollar Value of Contract/Grant: \$ _____ * SDVOB Goal: _____ %

1. Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. Check All That Apply	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Check Firm Type That Applies for Work Completed on this Project	6. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	NYS CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	
B.	NYS CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	



Empire State Development

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form MUST be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at https://ny.newnycortracts.com.

The SDVOB Certification status of the firms listed on this form MUST be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses. This directory is available at https://online.ogs.ny.gov/SDVOB/search.

TELEPHONE NO.:

EMAIL ADDRESS:

Policy Regarding Use of MWBE Suppliers and Brokers

Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

FOR CONSTRUCTION/CAPITAL PROJECTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

FOR ALL OTHER PROJECTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

** FOR OCSD USE ONLY **

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

YES PARTIAL NO Date:

Office of Contractor and Supplier Diversity Compliance and Form Requirements

FORM	FORM NAME	FREQUENCY	APPLICABLE TO	REQUIRED OF WHOM?	BACKUP INFORMATION NEEDED	DUE DATE	HOW TO SUBMIT
OCSD-1	MWBE and SDVOB Participation/ Equal Employment Opportunity Policy Statement	One time at the beginning of the project	ALL PROJECTS and CONTRACTS	All Prime Contractors (Grantees & Borrowers Included) and Sub-contractors or other vendors regardless of goals.	None	Within 10 days of the execution of the contractual agreement or Incentive Proposal (in the case of Grants, Loans or other Incentives)	PDF file to OCSD@ESD.NY.GOV and the assigned OCSD Compliance Manager.
OCSD-2	Staffing Plan	One time at the beginning of the project	CONTRACTS VALUED AT \$250,000 OR MORE	All Prime Contractors (Grantees & Borrowers Included) and Sub-contractors or other vendors.	None	Must be submitted at the beginning of the project.	PDF file to OCSD@ESD.NY.GOV and the assigned OCSD Compliance Manager.
OCSD-3	Workforce Utilization Report	Monthly (Construction contracts over \$100,000) or Quarterly (Commodities and Services contracts over \$25,000)	CONTRACTS VALUED AT \$100,000 OR MORE FOR CONSTRUCTION or \$25,000 OR MORE FOR COMMODITIES AND SERVICES	All Prime Contractors (Grantees & Borrowers Included) and Sub-contractors or other vendors.	None	Due on or before the 10th day after the end of each quarter: January 10th, April 10th, July 10th and October 10th. ** ALL FORM SUBMISSIONS MUST BE IN EXCEL FORMAT**	Excel file to OCSD@ESD.NY.GOV and the assigned OCSD Compliance Manager.
OCSD-4	MWBE and SDVOB Utilization Plan	Initial plan within ten days of execution of agreement – amendments, as needed	ALL PROJECTS AND CONTRACTS WITH MWBE PARTICIPATION GOAL REQUIREMENTS	All Prime Contractors and Subcontractors on projects with MWBE participation goals.		Due within the first 10 days of acceptance of the IP/contract. Grantee/contractor may request an extension and submit at a later date. Extension requests should be sent to, and approved by, the OCSD compliance manager.	On Form OCSD-4 to the assigned OCSD Compliance Manager or via the https://ny.renewcontracts.com
OCSD-5	MWBE/SDVOB Waiver Request	As Needed	MAY BE REQUESTED BY GRANTEE AFTER DOCUMENTED GOOD FAITH EFFORTS HAVE BEEN ESTABLISHED AND CAN BE DEMONSTRATED	ONLY PRIME CONTRACTORS WITH DIRECT CONTRACTUAL RELATIONSHIPS WITH ESD MAY SUBMIT THIS FORM.	Narrative from grantee/contractor and all Good Faith Efforts documentation	Any time after Good Faith Efforts can be established by the grantee/contractor, or if grantee/contractor is able to establish that feasibility does not exist in the project for MWBE and/or SDVOB utilization.	PDF file to OCSD@ESD.NY.GOV and the assigned OCSD Compliance Manager.
OCSD-6	MWBE and SDVOB Compliance and Payment Report	Monthly after execution of the project documents with ESD (contract, loan, IP, etc.)	ALL PROJECTS AND CONTRACTS WITH MWBE PARTICIPATION GOAL REQUIREMENTS	All Prime Contractors and Subcontractors on projects with MWBE participation goals.	Proof of payment to MWBEs and SDVOBs	Due on or before the 10th day after the end of each month. ** ALL FORM SUBMISSIONS MUST INCLUDE PROOF OF PAYMENT TO CONTRACTORS AND VENDORS **	On Form OCSD-6 to the assigned OCSD Compliance Manager or via the NYS Contract System at https://ny.renewcontracts.com

All OCSD Forms can be found on the ESD Website under **Non-Discrimination and Contractor & Supplier Diversity Forms**: <https://esd.ny.gov/about-us/corporate-info>



Request for Waiver

Grantee / Contractor Name:	Fed ID No.:
Full Address:	Contract / Project Number:
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)
Current Contract Value:	MWBE Goal: MBE % + WBE % Overall MWBE Goal: % SDVOB Goal: %

By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review 5 NYCRR § 142.8 and 9 NYCRR § 252, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").

*UTILIZATION VALUE MET:

MBE: \$ _____ | WBE: \$ _____ | SDVOB: \$ _____

*CONTRACTOR IS REQUESTING :

- MBE Waiver** – A waiver of the MBE Goal for this procurement is requested.
REQUESTED MBE GOAL: _____%
- WBE Waiver** – A waiver of the WBE Goal for this procurement is requested.
REQUESTED WBE GOAL: _____%
- OVERALL MWBE Waiver** – A waiver of the MWBE Goal for this procurement is requested.
REQUESTED MWBE GOAL: _____%
- SDVOB Waiver** – A waiver of SDVOB Participation Goal for this procurement is requested.
REQUESTED SDVOB GOAL: _____%

PREPARED BY (Signature): _____ Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.

*Name and Title of Preparer:

*Telephone Number:

*Email:



Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
 - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
 - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
 - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
 - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
 - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
 - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
 - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
 - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
 - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;



- (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.
- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

<p>Submit with the bid or proposal or if submitting after award submit to:</p> <p>Empire State Development Office of Contractor and Supplier Diversity 655 Third Avenue, 6th Floor New York, New York 10017</p>	***** FOR OCSD USE ONLY *****	
	REVIEWED BY:	DATE:
	<p>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> SDVOB: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____</p> <p><u>* Comments:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

CAVO INDUSTRIAL LLC - MWBE INFORMATION										
Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Result	Contact 2 - Date	Contact 2 - Type	Result	Overall Result/Reason Chosen or Not/Comments
Collins Caulking	MBE	Roofing	Endicott	NA	NA	Does not service MV	NA	NA	NA	NA
EV Roofing	WBE	Roofing	Westmoreland		Phone	Tom visited site 5/17				No response or bid
Pulver Roofing	WBE	Roofing	Utica		Phone	Visited, bidded the job 4/18				Bid too high, no masonry
Rapid Roofing	WBE	Roofing	Latham	24-Sep	Email	Emailed for bid				No response or bid
SIBS	WBE	Roofing	Velardi	24-Sep	Email	Emailed for bid				Visited site 9/27, no bid
Absolute	MBE	Windows	Watertown	NA	NA	Does not service MV	NA	NA	NA	NA
Advance	WBE	Windows	Watervliet	NA	NA	Does not service MV	NA	NA	NA	NA
Bellows	WBE	Windows	Syracuse	NA	NA	Does not service MV	NA	NA	NA	NA
Ferrara	WBE	Windows	Seneca Falls	NA	NA	Does not service MV	NA	NA	NA	NA
Hoosick	WBE	Windows	Melrose	24-Sep	Email	Emailed for bid				No response or bid
Linda Petrie	WBE	Windows	Watertown	NA	NA	Does not service MV	NA	NA	NA	NA
Rand Products	WBE	Windows	Schenectady	24-Sep	Web	Researched website	NA	NA	NA	Only sells shade supply
Royal	MBE	Windows	Schenectady	NA	NA	Does not service MV	NA	NA	NA	NA
Spectrum	WBE	Windows	Victor	NA	NA	Does not service MV	NA	NA	NA	NA
Insulation Man	WBE	Windows	Binghamton	NA	Web	Researched website	NA	NA	NA	Only does insulation
Bronze	WBE	Asbestos	Remsen	24-Sep	Email	Emailed for bid				No response or bid
JAG	MWBE	Asbestos	North Syracuse	24-Sep	Email	Emailed for bid				No response or bid
Stalwart	MBE	Asbestos	Syracuse	NA	NA	Does not service MV				NA
Diesel	MBE	Canopy Build		24-Sep	Email	Emailed for bid				No response or bid
Stacks Electric	NAT GRID GRANT	Electrical	Utica							
Stanley Paving	NAT GRID GRANT	Parking Lot Paving	Rome			National Grid Grant				
General Security		Fire Alarm System	Utica			National Grid Grant				
National Grid		Gas Meters	MV							
Rizio & Calandra		Plumbing	Rome			Rome Contractors Only				
Beaton		Garage Doors	Utica			No MWBE Companies				
Johnson Controls		Sprinkler								
City of Rome		Permits								

Solicitation Log Template with Examples											
Company Name	MBE or WBE	Work Type	Location	Contact	Contact	Result	Contact	Contact	Result	Overall Result/Reason	
ABC	MBE	Doors and Windows	Rochester	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Left VM	No response	
XYZ	MBE	Doors and Windows	Syracuse	12-Apr	Fax	Went thru, May bid	21-Apr	Phone	Spoke with Kathy.	Declined to bid.	
123	WBE	Doors and Windows	Albany	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Spoke with Bob.	Don't offer the items.	
Tough guy	M/WBE	masonry	Liverpool	12-Apr	Email	Undeliverable	12-Apr	Fax	Went thru, No response	No response	
Quality	WBE	masonry	Plattsburgh	12-Apr	Fax	Went thru, will respond	16-Apr	Phone	Left VM	Received quote, too high	
GENERAL CON	NA	masonry	Plattsburgh	12-Apr	Email	Responded low bidder	x	x		See quote comparison	

Solicitation Log Template with Examples											
Company Name	MBE or WBE	Work Type	Location	Contact	Contact	Result	Contact	Contact	Result	Overall Result/Reason	
ABC	MBE	Doors and Windows	Rochester	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Left VM	No response	
XYZ	MBE	Doors and Windows	Syracuse	12-Apr	Fax	Went thru, May bid	21-Apr	Phone	Spoke with Kathy.	Declined to bid.	
123	WBE	Doors and Windows	Albany	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Spoke with Bob.	Don't offer the items.	
Tough Guy	M/WBE	masonry	Liverpool	12-Apr	Email	Undeliverable	12-Apr	Fax	Went thru, No response	No response	
Quality	WBE	masonry	Plattsburgh	12-Apr	Fax	Went thru, will respond	16-Apr	Phone	Left VM	Received quote, too high	
GENERAL CON	NA	masonry	Plattsburgh	12-Apr	Email	Responded low bidder	x	x		See quote comparison	

Solicitation Log Template: GENERAL CONTRACTOR

Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Result	Contact 2 - Date	Contact 2 - Type	Result	Overall Result/Reason Chosen or Not/Comments
Active Management Inc.	WBE	General Contractor	Albany	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Anderson Construction Corporation	WBE	General Contractor	Cohoes	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Bellows Construction Specialties LLC	WBE	General Contractor	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Black Horse Group LLC	WBE	General Contractor	Watertown	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Cutting Edge Group LLC	WBE	General Contractor	Lake George	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Haynes Backhoe Service	WBE	General Contractor	Corland	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Diesel Construction LLC	WBE	General Contractor	Yorkville	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
E. Smith Contractors, LLC	WBE	General Contractor	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Hoozick Valley Contractors, Inc	WBE	General Contractor	Melrose	21-Oct	Email	Went thru, Replied 10/21			DECLINED TO BID	Declined not to bid. Distance is outside of work zone
JAF&R Construction Services, LLC	WBE	General Contractor	Albany	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Michael Lane Construction Inc.	WBE	General Contractor	Chester town	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Northeast Preconstruction Ventures	WBE	General Contractor	Fairport	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Proscape Development Inc	WMBE	General Contractor	Clifton Park	21-Oct	Email	Went thru, Outdated auto reply	15-Nov	Email	No Response	
RW Construction	WBE	General Contractor	Chittenango	21-Oct	Email	Went thru, Replied 10/21 to schedule site visit			No Response	No response at first reply/ing back with contact information
Serbian Construction LLC	WBE	General Contractor	Farmington	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
SGTR, LLC	WBE	General Contractor	Syracuse	21-Oct	Email	Went thru, Replied 10/21 for more info, Site visit 11/7 to gather info for quote			No Response	Contacted after initial site visit and have not heard anything back in over a month
Sperryco, LLC	WBE	General Contractor	Marietta	21-Oct	Email	Went thru, Replied 10/21			DECLINED TO BID	Stared not field of expertise, passed on project
Trispek Enterprise, LLC	WBE	General Contractor	Parish	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
US Ceiling Corp	WMBE	General Contractor	Webster	21-Oct	Email	Went thru, Replied 10/21 for more info			DECLINED TO BID	Declined to bid. Distance to greater for small scope of work

Solicitation Log Template: ELECTRICAL

Company Name	MBE or WBE	Work Type	Location	Contact 1	Contact 1	Result	Contact 2	Contact 2	Result	Overall Result/Reason Chosen or Not/Comments
A-M Electric, Inc.	MBE	Electrical	E. Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Martin Electric	WBE	Electrical	Rensselaer	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Kesselman Electric Co. Inc.	WBE	Electrical	Albany	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Kiseman Contracting	WBE	Electrical	Lake Luzerne	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Luminary Electrical Contractor, LLC	M/WBE	Electrical	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Picelli & Associates, LLC	WBE	Electrical	Delhipton	21-Oct	Email	Went thru, Replied 10/21			DECLINED TO BID	Declined to bid, No Reason
Professional Tradesmen, Inc.	WBE	Electrical	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	

Solicitation Log Template: HVAC

Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Result	Contact 2 - Date	Contact 2 - Type	Result	Overall Result/Reason Chosen or Not/Comments
Edelman Spohn Corporation	WBE	HVAC	Utica	14-Nov	Email	Went thru, Replied 11/14			DECLINED TO BID	Not field of expertise, Company does larger scale projects
ES Engineering, D.P.C.	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
GMB Consulting Engineer, PC	WBE	HVAC	Warrens	21-Oct	Email	Went thru, Replied 10/24			DECLINED TO BID	Not field of expertise, Designer not installer
Gomez Comfort Systems	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response	14-Nov	Email	No Response	
Heat and Cool Solutions, LLC	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response	14-Nov	Email	No Response	
JPC LTD	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response	14-Nov	Email	No Response	
Porter Heating & Air Conditioning - Perrone Plumbing Services	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response, Replied 11/18	14-Nov	Email	DECLINED TO BID	Declined to Bid Due to Current Workload and Anticipated Schedule
Lowett Mechanical Contractor Inc.	WBE	HVAC	Syracuse	21-Oct	Email	Went thru,			DECLINED TO BID	Declined to Bid Due To Current Workload
Professional Tradesmen, Inc.	WBE	HVAC	Syracuse	21-Oct	Email	Went thru, No Response	14-Nov	Email	No Response	
Standard Insulating Co. Inc.	WBE	HVAC Supplier	Marietta	21-Oct	Email	Went thru, No Response	14-Nov	Email	No Response	
The Shepherd Group, LLC (DBA: BGM Supply)	WBE	HVAC Supplier	Utica	21-Oct	Email	Went thru				SUPPLIER

Solicitation Log Template: PLUMBING

Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Result	Contact 2 - Date	Contact 2 - Type	Result	Overall Result/Reason Chosen or Not/Comments
Bisani Construction LLC	MBE	Plumbing	Yorkville	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
FS Engineering, D.P.C.	WBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
JPC LTD	M/WBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Porter Heating & Air Conditioning - Perrone Plumbing Services	WBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Lowett Mechanical Contractor Inc	MBE	Plumbing	Syracuse	21-Oct	Email	Went thru, Replied 10/21			DECLINED TO BID	Declined to Bid Due to Current Workload
NI Jones Plumbing LLC	WBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response. Replied to second email 11/15	15-Nov	Email	DECLINED TO BID	Declined to Bid Due to Current Workload
Perry's Incorporated	MBE	Plumbing Supplier	Hamilton	21-Oct	Email	Went thru, Replied 10/21			DECLINED TO BID	Declined to Bid, Supplier Offers plumbing supplies and parts
Ram Tech Engineers PC	MBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Repets86 LLC	MBE	Plumbing	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
The Shepherd Group, LLC (DBA, BGM Supply)	WBE	Plumbing Supplier	Utica	21-Oct	Email	Went thru				SUPPLIER

Solicitation Log Template: MASONRY

Company Name	MBE or WBE	Work Type	Location	Contact 1 - Date	Contact 1 - Type	Contact 1 - Result	Contact 2 - Date	Contact 2 - Type	Contact 2 - Result	Overall Result/Reason Chosen or No/Comments
Belkows Construction Specialties LLC	WBE	Concrete	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Donat Inc	MBE	Concrete	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Ferrara Building Supplies Inc	WBE	Concrete	Seneca Falls	21-Oct	Email	Went thru, Replied 10/22			DECLINED TO BID	Material Supplier, Does not deliver to the area
Lewis Smith	MBE	Concrete	Auburn	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
NJ Jones Plumbing LLC	MBE	Concrete	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	DECLINED TO BID	Declined to Bid Due To Current Workload
Ryan Biggs Clark Davis Engineering & Surveying, D.P.C.	WBE	Concrete	Clifton Park	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	
Tacoli Enterprises LLC	MBE	Concrete	Syracuse	21-Oct	Email	Went thru, No Response	15-Nov	Email	No Response	

RESOLUTION NO. 20

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY STOP-DWI PROGRAM "SELECTIVE STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN PATROLS" (\$4,495.00).

By _____:

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome enter into an agreement with the Oneida County Stop-DWI Program "Selective STOP-DWI High Visibility Engagement Campaign Patrols"; and

WHEREAS, said agreement will allow the City of Rome, through its Police Department, to participate with the Oneida County Stop-DWI Program "Selective STOP-DWI High Visibility Engagement Campaign Patrols", said program being the County-wide effort to reduce alcohol related traffic injuries and fatalities on targeted holiday dates; and

WHEREAS, through the aforesaid agreement the County of Oneida shall reimburse the City of Rome up to the sum of Four Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$4,495.00) for Stop-DWI Program "Selective STOP-DWI High Visibility Engagement Campaign Patrols", including salary and fringe benefits provided by the City of Rome Police Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with Oneida County Stop-DWI Program "Selective STOP-DWI High Visibility Engagement Campaign Patrols" for the time period of October 31, 2023 to October 30, 2024. Said agreement is attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED, that pursuant to this agreement the City of Rome, through its Police Department, will fully participate in and cooperate with the Oneida County Stop-DWI Program "Selective STOP-DWI High Visibility Engagement Campaign Patrols" in their joint effort to reduce alcohol related traffic injuries and fatalities on targeted holidays.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

**Oneida County STOP-DWI Program
High Visibility Engagement Campaigns Agreement**

This Agreement ("Agreement") is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its STOP-DWI Program (collectively, "County"), and the City of Rome, a municipal corporation existing under the laws of the State of New York, having offices at 198 North Washington Street, Rome, New York 13440 ("City").

WHEREAS, the County operates a STOP-DWI program, the mission of which is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the City wishes to promote the County's STOP-DWI Program; and

WHEREAS, the County has received a grant from the New York State STOP-DWI Foundation to support its participation in the current statewide STOP-DWI High Visibility Engagement Campaigns initiative; and

WHEREAS, the City has expressed its willingness, ability and desire for its Police Department ("PD") to participate in the County's STOP-DWI High Visibility Engagement Campaigns;

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.** The PD shall participate in the County's STOP-DWI High Visibility Engagement Campaigns on dates specified by the New York State STOP-DWI Foundation which are communicated by the County's STOP-DWI Program coordinator to the PD.

2. **Term.** This Agreement shall begin on October 31, 2023 and end on October 30, 2024.

3. **Fees.**

a. The County shall reimburse the City up to the sum of Four Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$4,495.00) for the PD's participation in the County's STOP-DWI High Visibility Engagement Campaigns. Funds paid to the City under this Agreement are to be used exclusively in connection with the PD officers' hours worked during the STOP-DWI High Visibility Engagement Campaigns.

b. Payments shall be made by the County (i) upon its receipt from the City and/or PD of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which must itemize and detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto, and (ii) after audit and approval by the County's Department of Audit and Control, as well as approval by the County

Comptroller. Unless otherwise agreed to in writing by the County, Voucher, activity form(s) and supporting documentation must be submitted to the County within thirty (30) days of any STOP-DWI High Visibility Engagement Campaigns provided by the PD.

c. The County reserves the right to conduct fiscal audits of the City's and/or the PD's records as they relate to STOP-DWI program activities, including STOP-DWI High Visibility Engagement Campaigns. Such audits shall be conducted in a manner consistent with generally accepted accounting principles and guidelines. The City and/or the PD shall make available to the County all payroll, daily activity, and related logs as the County may request in order to verify services claimed by the City and/or PD for reimbursement.

4. Termination. Each Party reserves the right to terminate this Agreement upon (30) days written notice to the other Party. In the event of termination, the County will have no further obligation to the City other than payment for costs incurred for STOP-DWI High Visibility Engagement Campaigns performed by the PD prior to termination. In no event shall the County be responsible for any actual or consequential damages as a result of termination.

5. Compliance with Applicable Laws. The City agrees to comply with all applicable federal, state, and local statutes, rules and regulations with respect to its participation in STOP-DWI High Visibility Engagement Campaigns.

6. Reporting Requirements. The City and/or the PD shall notify the County's STOP-DWI Program coordinator of all arrests and convictions for drinking and driving on a quarterly basis, and any alcohol-related traffic fatalities occurring within the City upon completion of any accident investigation. Such notification shall include a photocopy of the final MV-104A and/or MV-104D Police Reports.

7. Non-Appropriation of Funds. The County shall have no liability under this Agreement to the City beyond the funds appropriated and available for this Agreement.

8. Non-Assignment. This Agreement may not be assigned by the City without the prior written consent of the County.

9. Indemnification. The Parties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes, rules and regulations; or (iii) any other act or omission of either party. The obligations of the Parties under this section shall survive any expiration or termination of this Agreement.

10. Advice of Counsel. The Parties acknowledge that in executing this Agreement they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.

11. Entire Agreement. The terms of this Agreement, including the "Standard Oneida County Conditions," which are annexed hereto as Exhibit A, constitute the entire understanding and agreement of the Parties and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

CITY OF ROME

Jeffrey Lanigan
Mayor of Rome

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date

Approved:

Christopher J. Kalil
Assistant County Attorney

RESOLUTION NO. 21

**AUTHORIZING AN AMENDMENT TO AGREEMENT WITH PAYMENTUS CORPORATION,
TO ADJUST FEE SCHEDULE.**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, pursuant to Resolution No. 50 adopted February 12, 2015, authorized the Mayor to enter into an agreement with Paymentus Corporation, for processing MUNIS Citizen Self-Serve tax payments, utility payments and City of Rome Retiree health insurance; and

WHEREAS, it has been recommended by Brian Adams, Treasurer for the City of Rome, that an amendment be made to the above-referenced Resolution to adjust the fee schedule and maximum payment amount, pursuant to the terms defined in the attached documentation, which is made part of this Resolution; now, therefore,

BE IT RESOLVED, that Resolution No. 50, adopted on February 12, 2015 by the Board of Estimate and Contract of the City of Rome, be and is hereby amended to adjust the fee schedule and maximum payment amount, pursuant to the terms defined in the attached documentation, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

AMENDMENT NO. 2 TO MASTER SERVICES AGREEMENT

This Amendment No. 2 (“Amendment”) amends the Master Services Agreement, effective as of April 7, 2015, which was modified by Amendment No. 1 dated May 23, 2016 (collectively the “Agreement”) between City of Rome, New York (“Client”) with a principal place of business located at 198 N. Washington Street, Rome, NY 13440 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment is effective at the time of the last to sign of the Parties (“Amendment Effective Date”).

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties agree to amend the Agreement to increase the maximum Payment Amount for Taxes from \$2,500.00 to \$750,000.00, all other payment types from \$500 to \$700, and update the Paymentus Fees.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Amendment Effective Date as follows:
 - 1.1 Schedule A – Paymentus Service Fee Schedule (“Schedule A”) of the Agreement is hereby deleted and the new Schedule A attached here to is substituted in lieu thereof.
2. Miscellaneous:
 - 2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.
 - 2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.
 - 2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF ROME, NEW YORK

PAYMENTUS CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A – Paymentus Fee Schedule

Client may elect to pay certain Payments Fees directly (“Client Fee”), or instruct Paymentus to collect the Paymentus Fee from the User (the “User Fee”). Client’s initial designation of the fee model is set forth below:

Payment Method	Payment Type	Paymentus Fee	Fee Model	
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay, PayPal CFS and others as offered by Paymentus	Taxes	2.50% of the Payment Amount	User Fee	
	Utility, Retirement Health Insurance	\$6.84 per Payment		
Credit Cards	Taxes	2.50% of the Payment Amount		
	Utility, Retirement Health Insurance	\$6.84 per Payment		
Debit Cards	Taxes	1.90% of the Payment Amount		
	Utility, Retirement Health Insurance	\$6.84 per Payment		
ACH/eCheck	Taxes	\$0.58 per Payment		
	Utility	\$6.84 per Payment		
	Retirement Health Insurance	\$0.58 per Payment		
Chargeback and Return Check Fee	\$9.95 per item			Client Fee

Payment Type	Average Payment Amount	Maximum Payment Amount
Taxes	\$500.00	\$750,000.00
Utility	\$260.00	\$700.00
Retirement Health Insurance	\$300.00	\$700.00

Multiple payments may be made. Paymentus may apply different limits per transaction for user adoption or to mitigate risks.

RESOLUTION NO. 22

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MJ DAKOTA, INC., FOR AN AMOUNT NOT TO EXCEED \$2,794,689.00.

By _____:

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of MJ Dakota, Inc., for professional services relating to the Erie Boulevard Wheels to Heels Streetscape Project, at an amount not to exceed \$2,794,689.00, pursuant to the attached proposal; 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 MJ Dakota, Inc., for professional services relating to the Erie Boulevard Wheels to Heels Streetscape Project, at an amount not to exceed \$2,794,689.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RECOMMENDATION OF AWARD

Computation Verified by: GPI/Greenman-Pedersen, Inc.
Date: December 13, 2024

Contract No. D040238/PIN 2650.57/RFB-2024-028R
Bid Opening Date December 12, 2024

Contract Description: Downtown Rome Wheels to Heels Streetscapes

Removal of the existing access road and installing pedestrian and bicycle facilities including sidewalks, a cycle track, a shared use path, and other amenities. The median island will be renovated and resized to include a new median wall, tree plantings, and mid-block crossing. Additional project elements include upgrading pedestrian crossings with new push buttons and pedestrian signals, new ADA curb ramps, pedestrian refuge islands, RRFB mid-block crossing, driveway delineations, improved signage and landscaping.

BIDDERS IN RANK ORDER:

Rank	Contractor	Bid Amount	Contract DBE Utilization %
Engineers Estimate		\$3,148,953.60	6% Goal
1	MJ Dakota, Inc	\$2,794,689.00	6%
2	Dolomite Products Company, Inc dba A.L. Blades	\$3,020,320.00	6.84%
3	Marcy Excavation Services, LLC	\$3,064,224.36	6.80%
4	CCI Companies, Inc	\$4,278,546.00	6.00%

The Lowest Responsible Bidder: MJ Dakota, Inc

Total Base Bid: \$2,794,689.00

- I recommend the award of the above contract to the lowest responsible bidder.
 I recommend rejection of all bids.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at 518.898.9512 or ccornwell@gpinet.com.

Sincerely,

GPI/Greenman-Pedersen, Inc.



Christopher C. Cornwell, P.E., LEED AP
Vice President/Highway Department Manager

Copy: File w/enc.

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**MEMORANDUM OF BIDS
DOWNTOWN ROME SHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY, NY**

Letting Date: 11:00AM, DECEMBER 12, 2024
County: ONEIDA
Contract NO. RFB 2024-028R/PIN 2650.57/D040238

No. of Bids 4

CONTRACTOR	AMOUNT	% OVER/UNDER EE
MJ Dakota, Inc	\$ 2,794,689.00	-11.3%
Dolomite Products Company, Inc dba A.L. Blades	\$ 3,020,320.00	-4.1%
Marcy Excavation Services, LLC	\$ 3,064,224.36	-2.7%
CCI Companies Inc	\$ 4,278,546.00	35.9%
Engineering Estimate	\$ 3,148,953.60	

BID VERIFIED BY GPI/GREENMAN PEDERSEN, INC. ON DECEMBER 12, 2024

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT A PUBLIC BID OPENING HELD AT THE CITY OF ROME CITY HALL ON DECEMBER 12, 2024 AT 11:00 AM FOR A CONTRACT IN THE CITY OF ROME, ONEIDA COUNTY KNOWN AS THE DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES.

December 6, 2024

**AMENDMENT NO. 1
TO
PIN 2650.57/RFB-2024-028R**

Downtown Rome Wheels to Heels Streetscapes

**BID OPENING
December 12, 2024 @ 11:00 AM AT ROME CITY HALL**

NOTE: This amendment shall be attached to and become a part of the Proposal for PIN 2650.57/RFB-2024-028R as outlined below:

1. **Question:** Please confirm the letting date?

Response: The letting date for RFB-2024-028R is Thursday December 12, 2024 at 11:00 am at Rome City Hall per the Notice to Bidders and the Proposal book.

2. **Question:** There were two addendums issued for the prior bid RFB-2024-028R. Are these incorporated into these plans?

Response: Responses to these two prior addendums have been incorporated in the new contract plans and proposal for RFB-2024- 028R as required.

3. **Question:** Is the concrete on this job PEM & PEM testing?

Response: At this time, in accordance with EB 24-011 based upon our prior PSE authorization this project is NOT subject to any Performance Engineered Mix (PEM).

4. **Question:** Will hauling aggregate be Prevailing wage for this project?

Response: Please ASSUME all trucking would have to be approved as a subcontractor in full compliance with the DOL rule for prevailing wages.

5. **Question:** The conceptual rendering on page 45 shows narrow bands of colored and imprinted concrete (608.01020005) yet the landscape plan on page 45 and the seat wall detail on page 44 show 6" of the concrete sidewalk (608.0101), please clarify if these small areas of colored concrete exist.

Response: Please follow the Landscaping Plan as shown on LAD-2 and not the rendering.

PLEASE BE GOVERNED ACCORDINGLY WHEN SUBMITTING BIDS.

Company Name: MJ Dakota Inc.

Address: 114 N. Main St. Oneida NY 13421

Date: 12/6/24

Contact Name: Dakota DeCoffa

Contact Signature: *Dakota DeCoffa*



END ADDENDUM NO. 1

BID FORM

PROJECT IDENTIFICATION: PIN 2650.57
Downtown Rome Wheels to Heels Streetscapes
City of Rome, Oneida County, New York

CONTRACT IDENTIFICATION: D04238

THIS BID IS SUBMITTED TO: City of Rome

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

1	12/6/24	
 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
- e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
- f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

Two million seven hundred ninety four thousand (use words) (\$ 2,794,689) (figures)
 Six hundred eighty nine dollars

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

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

- a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

City of Rome
Office of Community and Economic Development
198 North Washington Street, Rome, NY 13440

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on December 12, _____ 2024.

CONTRACTOR *Dakota DeCoffa*
(Signature of Authorized Representative)

Dakota DeCoffa
(Print Name)

Manager
(Title)

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY
PIN 2650.57 / D040238
RFB 2024-028R

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	2,316	UNCLASSIFIED EXCAVATION AND DISPOSAL <i>Fifty three</i> PER CUBIC YARD	53	00	122,748	00
203.03	63	EMBANKMENT IN PLACE <i>One hundred nineteen</i> PER CUBIC YARD	119	00	7,497	00
203.07	98	SELECT GRANULAR FILL <i>One hundred forty</i> PER CUBIC YARD	140	00	13,720	00
206.0201	214	TRENCH AND CULVERT EXCAVATION <i>One hundred fifty</i> PER CUBIC YARD	150	00	32,100	00
206.03	1,441	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION <i>Twenty one</i> PER LINEAR FOOT	21	00	30,261	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY
PIN 2650.57 / D040238
RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
206.05	47	TEST PIT EXCAVATION <i>Six hundred</i> PER EACH	600	00	28,200	00
304.12	1,074	SUBBASE COURSE, TYPE 2 <i>one hundred seventy</i> PER CUBIC YARD	170	00	182,580	00
404.0189	29	TRUING & LEVELING F9, ASPHALT, 80 SERIES COMPACTION <i>four hundred fifty</i> PER TON	450	00	13,050	00
404.0982	114	9.5 F2 TOP COURSE ASPHALT, 80 SERIES COMPACTION <i>Three hundred fifty</i> PER TON	350	00	39,900	00
407.0103	81	TACK COAT STRAIGHT <i>Nine</i> PER GALLON	9	00	729	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
418.7603	877	ASPHALT PAVEMENT JOINT ADHESIVE <i>Three</i> PER LINEAR FOOT	3	00	2,631	00
420.98010104	7,435	POROUS PAVING SURFACE PRODUCT, TYPE 01 <i>Nineteen</i> PER SQUARE FOOT	19	00	141,265	00
490.30	628	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE <i>Twenty five</i> PER SQUARE YARD	25	00	15,700	00
552.17	1,556	SHIELDS AND SHORING <i>Two dollars fifty cents</i> PER SQUARE FOOT	2	50	3,890	00
559.91100010	132	ANTI-GRAFFITI PROTECTIVE COATING <i>Ten dollars fifty cents</i> PER SQUARE FOOT	10	50	1,376	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
560.12010010	158	SEAT WALL Seven hundred twenty eight PER LINEAR FOOT	728	00	115,024	00
601.04030011	1,079	METHYL METHACRYLATE COLOR SURFACE TREATMENT FOR PAVEMENTS (MMA-CST) - GREEN FOR BICYCLE FACILITIES Seventeen PER SQUARE FOOT	17	00	18,343	00
603.77	2	CONCRETE COLLARS one thousand PER EACH	1,000	00	2,000	00
603.9815	225	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15" DIAMETER Seventy PER LINEAR FOOT	70	00	15,750	00
604.070201	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-1) One thousand four hundred PER EACH	1,400	00	1,400	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY
PIN 2650.57 / D040238**

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070202	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-2) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070203	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-3) <i>Five thousand</i> PER EACH	5,000	00	5,000	00
604.070204	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-4) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070205	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-5) <i>two thousand five hundred</i> PER EACH	2,500	00	2,500	00
604.070206	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-6) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070207	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-8) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070208	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 1-10) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070209	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-1) <i>two thousand five hundred</i> PER EACH	2,500	00	2,500	00
604.070210	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-2) <i>Five thousand</i> PER EACH	5,000	00	5,000	00
604.070211	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-3) <i>Two thousand five hundred</i> PER EACH	2,500	00	2,500	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070212	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-4) <i>One thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070213	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-5) four thousand <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070214	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-6) <i>Two thousand five hundred</i> PER EACH	2,500	00	2,500	00
604.070215	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-7) <i>Five thousand</i> PER EACH	5,000	00	5,000	00
604.070216	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 2-7A) <i>Two thousand five hundred</i> PER EACH	2,500	00	2,500	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070217	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 3-2) <i>Five thousand</i> PER EACH	5,000	00	5,000	00
604.070218	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 3-3) <i>one thousand five hundred</i> PER EACH	1,500	00	1,500	00
604.070219	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 3-6) <i>Five thousand</i> PER EACH	5,000	00	5,000	00
604.070220	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 3-9) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00
604.070221	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (DSE 3-4) <i>one thousand four hundred</i> PER EACH	1,400	00	1,400	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.301772	31	RECTANGULAR DRAINAGE STRUCTURE TYPE Q FOR CAST IRON F2 FRAME <i>SIX hundred</i> PER LINEAR FOOT	600	00	18,600	00
608.0101	444	CONCRETE SIDEWALKS AND DRIVEWAYS <i>Four hundred</i> PER CUBIC YARD	400	00	177,600	00
608.01020005	191	COLOR AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK <i>one thousand three fifty</i> PER CUBIC YARD	1,350	00	257,850	00
608.020102	145	ASPHALT SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS <i>Three hundred forty</i> PER TON	340	00	49,300	00
608.21000003	18	CAST IRON EMBEDDED DETECTABLE WARNING UNITS <i>one thousand one hundred</i> PER SQUARE YARD	1,100	00	19,800	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
609.0212	3,143	STONE CURB NEAR VERTICLE FACE (NVF) <i>Seventy</i> PER LINEAR FOOT	70	00	220,010	00
609.0217	383	STONE CURB TRAVERSABLE (TR) <i>one hundred ninety</i> PER LINEAR FOOT	190	00	72,770	00
609.15	1,347	RESETTING EXISTING CURB <i>forty seven</i> PER LINEAR FOOT	47	00	63,309	00
610.1404	396	TOPSOIL - SPECIAL PLANTING MIX <i>one hundred eighty four</i> PER CUBIC YARD	184	00	72,864	00
610.1605	172	TURF ESTABLISHMENT - PERFORMANCE <i>four</i> PER SQUARE YARD	4	00	688	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
610.19	40	WATERING VEGETATION <i>Five hundred</i> PER 1,000 GALLON (MGAL)	500	00	20,000	00
611.0171	45	PLANTING - MAJOR DECIDUOUS TREES - 3 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED <i>Thirty</i> PER EACH	30	00	1,350	00
611.0711	61	PLANTING - HERBACEOUS PLANTS - AS SPECIFIED CONTAINER GROWN <i>Twenty eight</i> PER EACH	28	00	1,708	00
611.17	48	PORTABLE DRIP IRRIGATION SYSTEM <i>Twenty eight</i> PER EACH	28	00	1,344	00
611.19010024	45	POST PLANTING CARE WITH REPLACEMENT - MAJOR DECIDUOUS TREES <i>Eleven</i> PER EACH	11	00	495	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
611.19070024	61	POST PLANTING CARE WITH REPLACEMENT - HERBACEOUS PLANTS <i>eleven</i> PER EACH	11	00	671	00
614.060204	8	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED <i>Twelve hundred</i> PER EACH	1,200	00	9,400	00
615.08010005	5	BENCH, TYPE 01 <i>Two thousand</i> PER EACH	2,000	00	10,000	00
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL <i>Ninety five thousand</i> PER LUMP SUM	95,000	00	95,000	00
619.110513	3	(PVMIS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONALEQUIPMENT SPECIFIED, CELLULAR COMMUNICATIONS <i>Fourteen thousand</i> PER EACH	14,000	00	42,000	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.1611	27	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A) <i>Ninty</i> PER INTERSECTION MONTH	90	00	2,430	00
625.01	1	SURVEY OPERATIONS <i>Twenty two thousand</i> PER LUMP SUM	22,000	00	22,000	00
627.50140008	368	CUTTING PAVEMENT <i>Twenty three</i> PER LINEAR FOOT	23	00	8,464	00
635.0103	3,743	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES <i>Two</i> PER LINEAR FOOT	2	00	7,486	00
635.0303	12	CLEANING AND PREPARATION OF PAVEMENT SURFACES - SYMBOLS <i>one hundred twenty</i> PER EACH	120	00	1,440	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
640.25000010	234	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED PARKING SPACES <i>Three dollars fifty cents</i> PER LINEAR FOOT	3	50	819	00
645.5101	25	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS <i>NINETY SIX</i> PER SQUARE FOOT	96	00	2,400	00
645.5102	304	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF, WITH Z-BARS <i>Thirty nine dollars fifty cents</i> PER SQUARE FOOT	39	50	12,008	00
645.73000001	1	ORNAMENTAL SIGN <i>one hundred thousand</i> PER EACH	100,000	00	100,000	00
645.81	67	TYPE A SIGN POSTS <i>Two hundred sixty</i> PER EACH	260	00	17,420	00

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.81090003	1	RETROREFLECTIVE SIGN POST STRIP <i>one hundred</i> PER EACH	100	00	100	00
646.21	2	REFERENCE MARKER PANEL <i>Forty</i> PER EACH	40	00	80	00
646.22	15	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS <i>twenty</i> PER EACH	20	00	300	00
646.31	15	STEEL POST, 1.1 LB/FT <i>one hundred</i> PER EACH	100	00	1,500	00
647.31	8	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) <i>Two hundred twenty five</i> PER EACH	225	00	1,800	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
647.51	5	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) <i>one hundred</i> PER EACH	100	00	500	00
647.61	10	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE I (UNDER 30 SQUARE FEET) <i>one hundred</i> PER EACH	100	00	1,000	00
647.83001002	1	REMOVAL & DISPOSAL OF DELINEATORS/SNOWPLOW MARKERS WITH OR WITHOUT THE POST <i>one hundred</i> PER EACH	100	00	100	00
655.05010010	5	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS <i>eight hundred</i> PER EACH	800	00	4,000	00
655.07020010	8	CAST FRAME F2, WITHOUT CURB BOX AND WITH RETICULINE GRATE G2 <i>eighteen hundred</i> PER EACH	1,800	00	14,400	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

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BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
655.0705	8	CAST FRAME F2, UNMOUNTABLE CURB BOX CU2 <i>Two thousand three hundred</i> PER EACH	2,300	00	18,400	00
655.1106	2	WELDED FRAME AND RETICULINE GRATE 6 <i>Fifteen hundred</i> PER EACH	1,500	00	3,000	00
655.1202	3	MANHOLE FRAME AND COVER <i>Two thousand three hundred</i> PER EACH	2,300	00	6,900	00
660.65000201	1	ALTERING UTILITY MANHOLES AND VAULTS <i>Two thousand five hundred</i> PER EACH	2,500	00	2,500	00
663.31	1	RELOCATE EXISTING HYDRANT <i>Seven thousand five hundred</i> PER EACH	7,500	00	7,500	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
663.33	25	ADJUST EXISTING VALVE BOX ELEVATION <i>eight hundred</i> PER EACH	800	00	20,000	00
670.0106	23	FOUNDATION FOR LIGHT STANDARDS, 6 FEET LONG <i>eighteen hundred</i> PER EACH	1,800	00	41,400	00
670.03020011	9	RELOCATE LAMPOST ASSEMBLY <i>eleven hundred</i> PER EACH	1,100	00	9,900	00
670.14480010	2	RESETTING ELECTRIC PULLBOX COVERS AND FRAMES <i>Two hundred twenty five</i> PER EACH	225	00	450	00
670.15010005	14	FURNISH AND INSTALL DECORATIVE LIGHTING POLE ASSEMBLY <i>Ten thousand</i> PER EACH	10,000	00	140,000	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
670.2602	1,400	RIGID PLASTIC CONDUIT <i>Seven</i> PER LINEAR FOOT	7	00	9,800	00
670.3006	2	PULLBOXES 5 CUBIC FEET TO 7.5 CUBIC FEET, INSIDE VOLUME (LIGHTING) <i>one thousand four hundred</i> PER EACH	1,400	00	2,800	00
670.4200002	1	LIGHTING METER CABINET WITH ALL COMPONENTS <i>light thousand</i> PER EACH	8,000	00	8,000	00
670.50610010	1	SIGN LUMINAIRE <i>Three thousand</i> PER EACH	3,000	00	3,000	00
670.7003	5,425	SINGLE CONDUCTOR CABLE, NUMBER 4 GAGE <i>Three</i> PER LINEAR FOOT	3	00	16,275	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

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ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
670.7006	1,075	SINGLE CONDUCTOR CABLE, NUMBER 10 GAGE <i>one dollar thirty cents</i> PER LINEAR FOOT	1	30	1,397	50
670.7501	1,375	GROUND WIRE NO. 6 AWG <i>Two</i> PER LINEAR FOOT	2	00	2,750	00
670.75070011	360	GROUND WIRE NUMBER 10 AWG <i>one dollar twenty cents</i> PER LINEAR FOOT	1	20	432	00
670.82	10	REMOVE LAMPPOST FOUNDATION <i>Three hundred ninety</i> PER EACH	390	00	3,900	00
680.5001	2	POLE EXCAVATION AND CONCRETE FOUNDATION <i>Four thousand</i> PER CUBIC YARD	4,000	00	8,000	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238
RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.5002	1	CONCRETE BASE FOR CONTROLLER CABINET <i>Two thousand</i> PER EACH	2,000	00	2,000	00
680.51020009	6	ALTER ELEVATION OF PULLBOX, TYPE 2 (RAISING BELOW INCHESOR RESETTING) <i>Three hundred</i> PER EACH	300	00	1,800	00
680.51030009	3	ALTER ELEVATION OF PULLBOX, TYPE 3 (LOWERING) <i>four hundred</i> PER EACH	400	00	1,200	00
680.51100010	7	CLEAN EXISTING PULLBOX <i>Two hundred fifty</i> PER EACH	250	00	1,750	00
680.520106	55	CONDUIT, METAL STEEL, ZINC COATED, 2" <i>Thirty Five</i> PER LINEAR FOOT	35	00	1,925	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520203	10	TRAFFIC SIGNAL CONDUIT, FLEXIBLE LIQUID TIGHT STEEL, 1" <i>Twenty</i> PER LINEAR FOOT	20	00	200	00
680.54	1,500	INDUCTANCE LOOP INSTALLATION <i>Fifteen</i> PER LINEAR FOOT	15	00	22,500	00
680.6710	5	TRAFFIC SIGNAL POLE - TOP MOUNT, 10 FEET MOUNTING HEIGHT <i>one thousand four hundred</i> PER EACH	1,400	00	7,000	00
680.71	250	SHIELDED LEAD-IN CABLE <i>Three dollars</i> PER LINEAR FOOT	3	00	750	00
680.72	3,900	INDUCTANCE LOOP WIRE <i>eighty cents</i> PER LINEAR FOOT	00	80	3,120	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.730514	635	SIGNAL CABLE 5 CONDUCTORS, 14 AWG <i>FIVE</i> PER LINEAR FOOT	5	00	3,175	00
680.77000105	1	MODIFY TRAFFIC SIGNAL INSTALLATION (ERIE AND GEORGE) <i>Six hundred</i> PER EACH LOCATION	600	00	600	00
680.77000205	1	MODIFY TRAFFIC SIGNAL INSTALLATION (ERIE AND FREEDOM PLAZA) <i>Four fifty</i> PER EACH LOCATION	450	00	450	00
680.77000305	1	MODIFY TRAFFIC SIGNAL INSTALLATION (ERIE AND JAMES) <i>Six hundred</i> PER EACH LOCATION	600	00	600	00
680.78010005	6	ALTER PULBOX FOR CONDUITS <i>Two hundred</i> PER EACH	200	00	1,200	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

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BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.813105	7	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED <i>Two hundred thirty Five</i> PER EACH	<i>235</i>	<i>00</i>	<i>1,645</i>	<i>00</i>
680.813106	14	PEDESTRIAN SIGNAL SECTION - POLYCARBONATE, TYPE I, 12 INCH <i>Three hundred</i> PER EACH	<i>300</i>	<i>00</i>	<i>4,200</i>	<i>00</i>
680.8142	7	PEDESTRIAN SIGNAL POST TOP MOUNT ASSEMBLY <i>Three hundred Fifty</i> PER EACH	<i>350</i>	<i>00</i>	<i>2,450</i>	<i>00</i>
680.815001	7	PEDESTRIAN SIGNAL MODULE - 12 INCH COUNTDOWN TIMER, LED <i>Two hundred twenty five</i> PER EACH	<i>225</i>	<i>00</i>	<i>1,575</i>	<i>00</i>
680.8151	12	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE <i>eleven hundred</i> PER EACH	<i>1,100</i>	<i>00</i>	<i>13,200</i>	<i>00</i>

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.82250101	9	REMOVE PEDESTRIAN PUSHBUTTON AND SIGN ASSEMBLY <i>one hundred</i> PER EACH	100	00	900	00
680.82250201	2	REMOVE PEDESTRIAN SIGNAL ASSEMBLIES <i>one hundred</i> PER EACH	100	00	200	00
680.82250608	2	REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION <i>Six hundred</i> PER EACH	600	00	1,200	00
680.82252310	4	RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY - TWO FORWARD BEACONS, SOLAR POWERED <i>eleven thousand</i> PER EACH	11,000	00	44,000	00
680.90920008	1	ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE, 240/120VOLT W/ BYPASS SWITCH FOR SIGNAL INSTALLATIONS <i>one thousand</i> PER EACH	1,000	00	1,000	00

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

PIN 2650.57 / D040238
RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.93510008	3	GPS TIME SYNCHRONIZATION ANTENNA AND INTERFACE MODULE <i>Three thousand</i> PER EACH	<i>3,000</i>	<i>00</i>	<i>9,000</i>	<i>00</i>
685.1102	1,072	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <i>Three dollars</i> PER LINEAR FOOT	<i>100</i> <i>3</i>	<i>00</i>	<i>3,216</i>	<i>00</i>
685.1202	260	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS <i>Three dollars</i> PER LINEAR FOOT	<i>600</i> <i>3</i>	<i>00</i>	<i>780</i>	<i>00</i>
685.3104	5,350	WHITE EPOXY REFLECTORIZED PAVEMENT SPECIAL STRIPES - 20 MIL PORTABLE/HAND APPLICATION <i>Three dollars fifty cents</i> PER LINEAR FOOT	<i>3</i>	<i>50</i>	<i>18,725</i>	<i>00</i>
685.3304	8	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS - 20 MIL PORTABLE/HAND APPLICATION <i>eighty dollars</i> PER EACH	<i>80</i>	<i>00</i>	<i>640</i>	<i>00</i>

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY**

**PIN 2650.57 / D040238
RFB 2024-028R**

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
685.3404	22	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MIL PORTABLE/HAND APPLICATION <i>Two hundred twenty</i>	220	00	4,840	60
698.04	288	ASPHALT PRICE ADJUSTMENT (LUMP SUM) [CALCULATED IN ESTIMATOR] <i>one</i>	1	00	288	00
698.05	175	FUEL PRICE ADJUSTMENT (LUMP SUM) [CALCULATED IN ESTIMATOR] <i>one</i>	1	00	175	00
697.03	145,000	FIELD CHANGE PAYMENT (FCP) <i>one</i>	1	00	145,000	00
699.040001	1	MOBILIZATION (SHALL NOT EXCEED 4%) <i>Fourteen thousand fifty cents</i>	14,000	50	14,000	50
		PER LUMP SUM				

**DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES
CITY OF ROME, ONEIDA COUNTY
PIN 2650.57 / D040238
RFB 2024-028R**

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
TOTAL OR GROSS SUM WRITTEN IN WORDS:						
		Two million Seven hundred ninety four thousand six hundred eighty nine dollars	\$	2,794,689		

DOWNTOWN ROME WHEELS TO HEELS STREETSCAPES

CITY OF ROME, ONEIDA COUNTY

PIN 2650.57 / D040238

RFB 2024-028R

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM. FORfourteen thousand fifty cents.....LUMP SUM	14,000	50	14,000	50
BASE BID TOTAL OR GROSS SUM WRITTEN IN WORDS: Two million seven hundred ninety four thousand Six hundred eighty nine			\$ 2,794,689			

RESOLUTION NO. 23

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C.,
FOR AN AMOUNT NOT TO EXCEED \$15,000.00.**

By _____:

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, New York has recommended that the City of Rome, New York, retain the services of Barton & Loguidice, D.P.C., for professional services relating to the Planning Board 3rd Party Solar Farm Review, at an amount not to exceed \$15,000.00, pursuant to the attached proposal; 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 Barton & Loguidice, D.P.C., for professional services relating to the Planning Board 3rd Party Solar Farm Review, at an amount not to exceed \$15,000.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

Barton &Loguidice

January 14, 2025

Mr. Matthew J. Andrews
Deputy Director of Community
and Economic Development
City of Rome
198 North Washington Street
Rome, New York 13440

Re: NY Old Oneida Road Solar LLC
City of Rome, NY
Subj: Proposal for Environmental and Engineering Review Services
File: 710.2616

Dear Mr. Andrews and Mr. Wyckoff:

Thank you for this opportunity to present the City of Rome with a proposal to provide environmental and engineering review services for the NY Old Oneida Road Solar LLC Project being proposed by Emeren Solar, LLC ("Applicant"). It is our understanding that the solar facility will be approximately 4.2 MW and is being proposed at 5792 Old Oneida Road in the City of Rome on approximately 20 acres of leased land within the approximately 140-acre site. No battery storage is proposed per the submitted site plans.

We anticipate reviewing the following site plan application documents which have been received to date:

- Staff Report Regarding Planning Board Application,
- Decommissioning & Reclamation Plan,
- Project Description,
- Glare Analysis,
- Decommissioning Cost Estimate,
- Topographic Survey,
- Wetland Delineation Report,
- Wetland Site Map,
- Wildlife Management Plan,
- Three Line Diagram,
- Interconnection Agreement,
- Noise Assessment,
- Operation and Maintenance Manual,
- Photo Location Map,
- Photo Visual Assessment,
- Threatened and Endangered Species Memo,
- Site Plan Drawing Set, and
- Planning Board Review Application.



Additionally, B&L anticipates the following documents will be provided as part of the complete application review:

- County and other agency comments,
- Preliminary equipment specification sheets for all proposed solar equipment,
- Operation and Maintenance Plan, and
- Stormwater pollution prevention plan (SWPPP).

It is B&L's understanding that this project is considered a Tier 3 Solar project requiring a special use permit through the Zoning Board of Appeals, which has already been issued for this project. Based on a meeting with representatives from the City of Rome on January 8, 2025, B&L further understands that the SEQR process is complete and that a detailed environmental review and/or review of documents against sections of the City's Zoning Code and the City Solar Law is not required. Finally, B&L understands that the project is now in front of the Planning Board for Site Plan Approval, and that our review will support their final assessment of the above listed documents to ensure accuracy and completeness of submittals, and to assist the Planning Board in developing relevant conditions of final approval, as needed.

The scope of our project review will be focused on the technical civil and site engineering aspects of the submitted documents, and any supplemental documents requested by the City or B&L, for conformance with applicable regulatory standards/guidelines and engineering best practices.

Scope of Services

B&L has prepared the following Scope of Services to assist the Planning Board with the required review of the proposed solar facility:

1. Provide engineering review, written comment letters, and follow-up on the documents submitted by the Applicant in support of their application for the proposed solar project. One "major" review and two "minor" follow-up reviews of the complete submittal documents are anticipated in this proposal and escrow fee. Documents will be reviewed for compliance with regulatory standards, and accepted planning and engineering design practices.
2. Attendance at City of Rome Planning Board meetings, in person or virtually, as requested, to inform the board and Applicant of our review(s). Attendance at one (1) in-person meeting is assumed.
3. Communicate with the Planning Board and City Attorney regarding engineering, environmental, and design concerns related to the project. B&L understands that all communication will go through Mr. Wyckoff, Planner, who will communicate directly with the Planning Board, City Attorney and Applicant's engineer to relay comments and request additional documentation, if required.
4. Conduct one (1) site visit to the project site, accompanied by a City representative(s), if desired.

Services Not Included:

1. Review of materials for Building Permit (can be included if requested).
2. Construction related services such as inspection (can be included if requested).
3. SEQR review and Environmental Impact Statement (EIS) review (assumed not applicable).
4. Design of private infrastructure (assumed not applicable).
5. Permit applications or coordination (assumed not applicable)

Mr. Matthew J. Andrews
City of Rome
January 14, 2025
Page 3



Fee for Services

We understand that the fee for our professional services will be paid by the Applicant in accordance with the provisions of the City Zoning Code. Specifically, B&L will enter into a contract with the City of Rome and submit invoices to the City on a monthly basis for professional services rendered on the project. The City will be responsible for paying B&L's monthly invoices with money taken from a City-held escrow account funded by the Applicant.

B&L requests that an initial escrow amount of **Fifteen Thousand Dollars (\$15,000)** be deposited by the applicant with the City for our services outlined above. B&L will provide these services on a time and expense basis in accordance with our Standard Billing Rate schedule in effect at the time the services are rendered. A copy of our current 2025 Billing Rate schedule is attached for review services completed in 2025.

Please Note: The total number of submittals and quality of resubmittals/responses that will be received from the Applicant in support of the application is unknown at this time. Therefore, it is not feasible to estimate the total effort hours that may be required by B&L staff to complete a thorough technical review of the project. Furthermore, our attendance at additional meetings with the City, its representatives and/or the Applicant, may also be necessary to effectively progress the application. Therefore, the above stated \$15,000 fee is only an estimate based on our past experience with similar types of projects, and our fee may need to be adjusted depending upon the complexity of the project, issues that may arise as the project moves forward, completeness and quality of the submission, and any requested revisions thereto. If additional fees beyond the initial escrow are required, we would notify the City once we have billed approximately 85% of the original escrow.

We sincerely appreciate the opportunity to submit this proposal. If this proposal is acceptable, please sign the authorization below, keep one signed copy for your files, and return the other signed copy to me. If you have any questions or need any additional information, please feel free to contact me at (315) 457-5200 or Rebecca Minas at (845) 633-6382.

Sincerely,

BARTON & LOGUIDICE, D.P.C.


Kenneth M. Knutsen, P.E.
Senior Vice President


Rebecca A. Minas, MIEAust, CPEng
Project Manager

SLD/RAM/jjb
Enclosures

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the City of Rome ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Matthew J. Andrews, Deputy Director of Community and
Economic Development
City of Rome

Date

Barton & Loguidice
Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	305.00
Senior Vice President	Executive Manager	P12	305.00
Vice President	Manager V	P11	270.00
Senior Associate	Manager IV	P10	240.00
Associate	Manager III	P9	225.00
Senior Managing Engineer	Manager II	P8	215.00
Senior Managing Hydrogeologist	Manager II	P8	215.00
Senior Managing Industrial Hygienist	Manager I	P7	205.00
Senior Managing Landscape Architect	Professional VI	P6	190.00
Senior Consultant	Manager V	P11	270.00
Chief Asset Management Specialist	Manager IV	P10	240.00
Chief Engineer	Manager II	P8	215.00
Senior Project Manager	Manager II	P8	215.00
Chief Land Surveyor	Professional VI	P6	190.00
Senior Construction Manager	Professional VI	P6	190.00
Managing Architect	Professional VI	P6	190.00
Managing Community Planner	Professional IV	P4	155.00
Managing Engineer	Professional VI	P6	190.00
Managing Hydrogeologist	Professional VI	P6	190.00
Managing Industrial Hygienist	Professional IV	P4	155.00
Managing Landscape Architect	Professional IV	P4	155.00
Lead Architect	Professional VI	P6	190.00
Lead Asset Management Specialist	Manager IV	P10	240.00
Lead Engineer	Professional VI	P6	190.00
Lead Environmental Scientist	Professional VI	P6	190.00
Lead Hydrogeologist	Professional VI	P6	190.00
Lead Landscape Architect	Professional IV	P4	155.00
Project Manager	Professional VI	P6	190.00
Senior Land Surveyor	Professional V	P5	170.00
Construction Manager	Professional V	P5	170.00
Senior Project Asset Management Specialist	Manager II	P8	215.00
Senior Project Engineer	Professional V	P5	170.00
Senior Project Environmental Scientist	Professional III	P3	143.00
Senior Project Hydrogeologist	Professional II	P2	126.00
Senior Project Landscape Architect	Professional III	P3	143.00
Senior Staff Asset Management Specialist	Professional VI	P6	190.00

Barton & Loguidice
Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Staff Engineer	Professional V	P5	170.00
Senior Staff Environmental Scientist	Professional III	P3	143.00
Senior Staff Hydrogeologist	Professional II	P2	126.00
Land Surveyor	Professional IV	P4	155.00
Project Architect	Professional III	P3	143.00
Project Community Planner	Professional II	P2	126.00
Project Engineer	Professional IV	P4	155.00
Project Environmental Scientist	Professional III	P3	143.00
Staff Architectural Designer	Professional III	P3	143.00
Staff Asset Management Specialist	Manager I	P7	205.00
Staff Engineer	Professional IV	P4	155.00
Staff Environmental Scientist	Professional II	P2	126.00
Staff Field Scientist	Professional II	P2	126.00
Staff Hydrogeologist	Professional II	P2	126.00
Staff Industrial Hygienist	Professional II	P2	126.00
Crew Chief	Technician V	T5	143.00
Assistant Landscape Architect II	Professional II	P2	126.00
Community Planner II	Professional I	P1	110.00
Engineer II	Professional III	P3	143.00
Environmental Scientist II	Professional I	P1	110.00
Hydrogeologist II	Professional I	P1	110.00
Assistant Landscape Architect I	Professional II	P2	126.00
Community Planner I	Technician II	T2	100.00
Engineer I	Professional II	P2	126.00
Environmental Scientist I	Technician II	T2	100.00
Hydrogeologist I	Technician II	T2	100.00
Industrial Hygienist I	Technician I	T1	87.00
Architectural Designer II	Technician IV	T4	130.00
Engineering Designer II	Technician VI	T6	160.00
Engineering Designer I	Technician IV	T4	130.00
Senior Engineering Technician	Technician V	T5	143.00
Senior Environmental Technician	Technician II	T2	100.00
Senior Architectural Technician	Professional I	P1	110.00
Engineering Technician	Technician III	T3	117.00
Environmental Technician	Technician I	T1	87.00
Resident Engineer	Construction IV	C4	147.00

Barton & Loguidice
Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Inspector	Construction III	C3	134.00
Inspector	Construction II	C2	126.00
Construction Monitor	Technician I	T1	87.00
Instrument Operator	Technician I	T1	87.00
Architectural Technician	Technician II	T2	100.00
Director of Risk Management	Professional IV	P4	155.00
Senior Project Accountant	Technical Assistant II	TA2	100.00
Project Accountant	Technical Assistant I	TA1	84.00
Senior Marketing Specialist	Technical Assistant II	TA2	100.00
Senior Communications Specialist	Technician III	T3	117.00
UAS Operator	Technician III	T3	117.00
Marketing Specialist	Technical Assistant I	TA1	84.00
Communications Specialist	Technician III	T3	117.00
Receptionist	Technical Assistant I	TA1	84.00
Engineering Aide	Technical Assistant III	TA3	118.00
Office Administrator	Technical Assistant I	TA1	84.00
Senior Group Technical Assistant	Technical Assistant II	TA2	100.00
Group Technical Assistant	Technical Assistant I	TA1	84.00
Intern - Technical	Technician I	T1	87.00

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

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

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 24

**AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH
BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING AND GEOLOGY, P.L.L.C.,
PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 58
ADOPTED MARCH 14, 2024 (\$20,350.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 58 adopted March 14, 2024, authorized a professional services agreement with Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., for services relative to the S.F.M. Skatepark Project; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of Community and Economic Development for the City of Rome, that Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., be awarded Change Order No. 1, at a total amount not to exceed \$20,350.00, 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 Change Order No. 1 be awarded to Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., to allow for an increase, at a total amount not to exceed \$20,350.00, pursuant to the attached documentation, which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall not to exceed \$20,350.00, increasing the total contract price to \$51,350.00; and

BE IT FURTHER RESOLVED, that Resolution No. 58 shall otherwise remain as originally adopted on March 14, 2024.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

**AMENDMENT NUMBER 1 ("Amendment")
TO THE
AGREEMENT DATED APRIL 18, 2024 ("Agreement")
BETWEEN**

**CITY OF ROME, NY ("Owner")
AND
BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING
& GEOLOGY, PLLC. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR QUALIFIED ENVIRONMENTAL PROFESSIONAL
OVERSIGHT AND AIR MONITORING SERVICES, SFM SKATEPARK, ROME, NEW
YORK ("Project")**

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Twenty Thousand Three Hundred Fifty Dollars (\$20,350), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: City of Rome, New York

CONSULTANT: Barton & Loguidice,
Environmental Engineering and
Geology, PLLC.

By:

Matthew Andrews

By:

Bryce D. Dingman, P.G.

Title:

Deputy Director

Title:

Associate

Date

Signed:

Date

Signed:

October 9, 2024

NOTE: Address for Giving Notices:

Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

Attachment One – Scope of Services for Amendment Number 1

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. (B&L) has prepared this supplement for the SFM Skatepark Project, due to additional earth disturbance being proposed as part of the project. It is B&L's understanding that the total area of soil disturbance will exceed one acre, and will therefore require a New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges Associated with Construction Activity (GP-0-20-001). The permit process requires development of a site-specific Stormwater Pollution Prevention Plan (SWPPP) to address erosion and sediment control and stormwater runoff from the site. As the project meets the classification of "New Development" of traditional impervious surfaces, the SWPPP must include selection, sizing and design of post-construction stormwater management practices to address changes to post development hydrology at the site. Following development of the SWPPP, B&L will obtain permit coverage on behalf of the City of Rome under GP-0-20-001 through submittal of a Notice of Intent (NOI) to the NYSDEC. Our detailed scope of services is provided below.

Task 1 – Stormwater Pollution Prevention Plan Development

B&L will prepare the SWPPP to document the selection, design, installation, implementation and maintenance of the control measures and practices that will be used to meet the GP-0-20-001 permit conditions. Specifically, the SWPPP will include:

- Background information about the scope of the project, including the location, type and size of project;
- Site map for the project, including a general location map. The site map will show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; surface waters; floodplain/floodway boundaries; wetlands and drainage patterns; existing and final contours; soil types; material, waste, borrow or equipment storage areas located on adjacent properties; and locations of the stormwater discharges.
- A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);
- A construction phasing plan and sequence of operations describing the intended order of construction activities;
- Description and schedule of the minimum erosion and sediment control practices to be installed;
- Temporary and permanent soil stabilization plan;
- Dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices;
- Description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in the stormwater discharges;
- A HydroCAD hydrologic model developed based on drainage mapping to compare post-development hydrology to pre-development conditions to confirm changes in hydrology are mitigated to pre-development conditions;
- Post-construction stormwater management design practices (assumed one practice will be designed to address water quantity and quality);

- Inspection requirements.
- Site plan set consisting of three (3) sheets, including 1) proposed stormwater management plan; 2) erosion and sediment control plan; and 3) erosion and sediment control notes and details. It is assumed that the existing and proposed grading CAD files will be provided for development of site plans.

B&L will develop the Draft SWPPP and incorporate design requirements into the construction drawings. B&L will provide one final hard copy of the SWPPP and will submit the electronic NOI (permit application) to the NYSDEC on behalf of the City.

Task 2 – Infiltration Testing

To advise selection of and ensure suitability of selected post-construction stormwater management practices, infiltration testing will be required within the proposed stormwater management practice footprint. Infiltration testing will be conducted in accordance with the most recent version of the New York State Stormwater Management Design Manual. It is assumed that excavation of test pits for infiltration testing will be conducted by the general contractor on site. It is assumed that one stormwater management feature will be required to meet GP 0-20-001 post-construction stormwater management requirements, therefore it is assumed that this task will only include infiltration testing for one feature. Infiltration testing for additional stormwater management practices, if determined to be necessary, would require separate authorization.

Task 3 – Construction Phase SWPPP Inspections

B&L will perform periodic on-site observations required to verify work is being performed in accordance with the Contract Documents and to comply with the requirements of NYSDEC SPDES General Permit for Construction Activities. Inspections shall occur once every seven (7) calendar days typically. B&L will prepare Construction Duration Inspection Reports and provide copies to the Client/Operator and Construction Site Manager. The construction inspections will be limited to stormwater compliance activities (i.e. will not include construction inspection work associated with any other project components not related to stormwater compliance).

It is assumed that up to 20 weekly inspections will be required between submission of the NOI and final stabilization being achieved. During the winter months, it is assumed that the contractor will meet temporary stabilization requirements outlined in the New York State Standards and Specifications for Erosion and Sediment Control in order to request from the NYSDEC a reduction in inspection frequency from weekly to monthly. It is assumed three (3) monthly inspections will be required during winter shutdown. Should final stabilization not be achieved following completion the assumed 23 total inspections (20 weekly, 3 monthly), additional inspections would require separate authorization.

At the conclusion of construction, B&L will conduct a Final Stabilization inspection to ensure the site is stabilized in accordance with GP-0-20-001 prior to submittal of the Notice of Termination.

Task 4 – Notice of Intent and SWPPP Modifications (As Needed)

B&L will coordinate with the NYSDEC, as needed, to complete any necessary SWPPP and NOI modifications resulting from changes in design, schedule, or area of disturbance.

Task 5 – Notice of Termination

Following confirmation of Final Stabilization in accordance with GP-0-20-001, B&L will prepare the Notice of Termination form and assist with obtaining applicable signatures for submittal to the NYSDEC (and MS4 where applicable).

Technical Assumptions

1. The City will be responsible for permitting fees.
2. The project's area of disturbance will not exceed five (5) acres in total, therefore a NYSDEC 5-acre waiver request will not be required.
3. In accordance with GP 0-20-002, the project is not subject to water quantity (CPv) or rate control (Qp and Qf) requirements due to direct discharge to the NYS Barge Canal.
4. Existing and proposed grading plans will be provided in .dwg format for use in site and erosion and sediment control plan development.
5. Excavation of test pits for infiltration testing will be conducted by the general contractor on site.

Fee for Services

B&L proposes to provide the Scope of Services described in accordance with the fee schedule provided below:

Facility Applicability	Billing Type	Not-to-Exceed Fee
Task 1 – SWPPP Development	Lump Sum	\$6,650.00
Task 2 – Infiltration Testing	Time & Expense	\$1,750
Task 3 – Construction Phase SWPPP Inspections	Time & Expense	\$10,550.00
Task 4 – NOI and SWPPP Modifications	Time & Expense	\$1,000.00
Task 5 – Notice of Termination	Lump Sum	\$400.00
MAXIMUM TOTAL FEE		\$20,350.00

The actual number of inspections will be contingent upon the duration of construction, and the City of Rome will only be invoiced for time on inspections conducted. B&L proposes to provide the services described above for a not-to-exceed fee of \$20,350. B&L will not invoice beyond this amount without a change in scope and prior approval from the City. Invoices will be submitted on a monthly basis. The above Lump Sum tasks will be billed on a monthly basis based on percentage completion of the task. The above Time & Expense task fees will be invoiced at B&L's Standard Billing Rates that are in effect at the time the work is completed.

RESOLUTION NO. 58

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE,
ENVIRONMENTAL ENGINEERING AND GEOLOGY, P.L.L.C. (\$31,000.00).**

By Guiliano:

WHEREAS, Matthew Andrews, Deputy Director of the Community and Economic Development for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., for services relative to the S.F.M. Skatepark project, for an amount not to exceed \$31,000.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Barton & Loguidice, Environmental Engineering and Geology, P.L.L.C., for services relative to the S.F.M. Skatepark project, for an amount not to exceed \$31,000.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by Adams.

AYES: Mayor Lanigan, Nash, Feeney, Guiliano, Adams
NAYS: None
ADOPTED: March 14, 2024



February 23, 2024

Mr. Matthew Andrews
Director of Community and Economic Development
Rome City Hall
198 North Washington Street
Rome, New York 13440-5815

Re: Proposal for Qualified Environmental Professional (QEP) Oversight and Air Monitoring Services
SFM Skatepark Construction, Rome, New York (Formerly Rome Cable, NYSDEC Site # 633073)
File: 708.6557

Dear Mr. Andrews:

Barton & Loguidice Environmental Engineering & Geology, P.L.L.C. (B&L), has prepared this proposal to provide air monitoring services to support the development of the SFM Skatepark, located in the City of Rome, NY. It is B&L's understanding that development and construction of the skatepark is scheduled to commence Spring/Summer 2024.

Due to the Site's former industrial history and involvement with the New York State Department of Environmental Conservation's (NYSDEC) Voluntary Cleanup Program (VCP), B&L has prepared this scope of work to provide Community Air Monitoring Program (CAMP) services, as required by the NYSDEC. B&L assumes all excavation and earthwork will be performed by the selected contractor in consultation with the NYSDEC, and in accordance with the Site's Soils Management Plan (Synapse, November 2005).
Scope of Services

Task 1 – Contractor and Regulatory (NYSDEC) Coordination

B&L will coordinate with the NYSDEC to support construction of a concrete skate park on the corner of Mill Street and Harbor Way, Rome, New York. Pillar Design Studios (PDS) is working as the architect to design a slab-on-grade style park, consisting of concrete bowls and features. Earthwork and grading activities will be conducted by the selected contractor to prepare the Site for construction. B&L will notify PDS, the City of Rome, and the NYSDEC prior to the initiation of intrusive activities at the Site. B&L will schedule and coordinate meetings with NYSDEC, as appropriate. At the conclusion of the project, B&L will prepare a brief letter summary of the work performed for submission to NYSDEC. CAMP data results and figures presenting CAMP locations and wind direction will be included in a submission to the NYSDEC. B&L will invoice services for this task based on a lump sum rate, as presented in the fee table below.

Task 2 – Community Air Monitoring Program (CAMP) Implementation & Instrumentation

Task 1A – CAMP Implementation

B&L will provide qualified staff to perform daily CAMP monitoring operations during intrusive work at the Site, as required by NYSDEC. B&L will setup and take down dust monitors prior to commencement of drilling, excavation, and grading operations. CAMP stations will be setup upwind and downwind of



the construction zone at the beginning of each day to continuously log fugitive dust levels. Approximate wind speed and direction will be documented by B&L, and dust monitors will be set up accordingly. Dust monitor locations will be recorded on a Site map with the general wind direction, and provided to NYSDEC.

If obvious indications of petroleum impacts are observed (i.e., odor/staining) during construction, the New York State Department of Environmental Conservation (NYSDEC) will be notified by B&L. All petroleum spills that occur within New York State must be reported to the NYS Spill Hotline at 1-800-457-7362. This proposal does not include soil sampling, transportation, or disposal.

Costs associated with CAMP equipment have been included in this proposal. We have assumed 10 hours per day of field oversight services will be required for a duration of 4 weeks. In the event that additional services are required beyond the estimated time, B&L will invoice labor based on a daily shift rate, as presented in the fee table below. The daily rate includes travel and lodging expenses. Invoicing for daily shift rates will be billed on an actual percentage of the shift completed/day and broken into quarterly increments (i.e., 0.25 shift rate = \$300, 0.5 shift rate = \$600, etc.).

Task 2B – CAMP Equipment & Instrumentation

As per NYSDEC’s e-mail to B&L and the City of Rome dated February 14, 2024, VOC monitoring is not required during skate park construction. As such, use of a photoionization detector (PID) is not included in this proposal. Air monitoring equipment used at the Site will consist of two (2) particulate monitors and associated enclosures. B&L assumes CAMP monitoring equipment and instrumentation will be provided by Eco-Rental Solutions Inc. of Rochester, New York. For the purposes of this project, B&L estimates equipment will be used for approximately 4 weeks. Equipment rental fees and shift rates for oversight have been presented in the fee table below. Alternatively, CAMP equipment may be procured separately by the City of Rome.

Fee for Services and Proposed Schedule

B&L proposes to complete the above scope of services at the rates stated below. We are able to schedule this work immediately after authorization of this proposal. Site grading is expected to commence approximately 8-10 weeks from receipt of a signed contract.

Task	Engineering/ Consultant Cost Estimate	Equipment/ Instrumentation Cost Estimate
Task 1 – Contractor and Regulatory Coordination Includes Site meetings and project management, submittal of CAMP data, summary report, and coordination with NYSDEC. Assumes 4-week project duration (Lump Sum). Additionally required project management will be billed separately based on a daily rate of \$180/day.	\$ 3,000	-
Task 2 – Community Air Monitoring Program (CAMP) Implementation & Instrumentation	\$ 22,800	-
Task 2a – CAMP Implementation (assumes \$5,700/week x 4 weeks, includes travel & lodging costs). Additionally required monitoring will be based on a daily shift rate of \$1,200/day.		
Task 2b – CAMP Equipment (DustTrak [x2], Tripod [x2], Enclosure [x2])(assumes \$1,300/week x 4 weeks) includes delivery/shipping costs. *B&L will bill for CAMP equipment based on daily or weekly rental rates (whichever is more cost effective)		\$5,200

*Dust Monitoring Equipment Rental Fee (assumes 2 units w/enclosure & tripod) - \$396/day

Mr. Matthew Andrews
City of Rome
February 23, 2024
Page 3



Services to perform the presented tasks will be invoiced in accordance with our 2024 billing rates. As previously presented, if labor provided exceeds the estimated 4 week period, it will be billed in accordance with the daily shift rate percentages presented above. In the event that services outside of this scope of work arise, B&L will provide the City of Rome with a proposal prior to commencement of additional engineering support.

Please contact Bryce Dingman or Stefan Truex if you have any questions related to this proposed scope work at 518-218-1801. You may authorize services to proceed by returning a signed copy in the authorization block below. We look forward to working with you to complete this important project.

Sincerely,

BARTON & LOGUIDICE, ENVIRONMENTAL ENGINEERING & GEOLOGY, P.L.L.C.

Handwritten signature of Bryce D. Dingman in blue ink.

Bryce D. Dingman, P.G.
Associate

Handwritten signature of Stefan R. Truex in blue ink.

Stefan R. Truex, P.G.
Managing Hydrogeologist

SRT/jms

Authorization

Barton and Loguidice, Environmental Engineering and Geology, P.L.L.C. is hereby authorized by The City of Rome ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Matthew Andrews
City of Rome

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
**BARTON & LOGGIDICE, ENVIRONMENTAL
ENGINEERING & GEOLOGY, P.L.L.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

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

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work, or for any decisions regarding, or interpretations or clarifications of, the construction contract or instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78u-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days' written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL, if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 25

**AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH CENTRAL PAVING, INC.,
PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 243
ADOPTED OCTOBER 26, 2023 (\$7,200.00).**

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 243, adopted October 26, 2023, authorized a professional services agreement with Central Paving, Inc., for services relative to the Pinti Field Improvement Project, at a total contract price of \$315,464.00; and

WHEREAS, the Board of Estimate and Contract adopted Resolution No. 218 on September 26, 2024, authorizing Change Order No. 1 with Central Paving, Inc., for services relative to the Pinti Field Improvement Project, increasing the total contract price to \$332,266.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Central Paving, Inc., be awarded Change Order No. 2, at a total amount not to exceed \$7,200.00, 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 Change Order No. 2 be awarded to Central Paving, Inc., pursuant to Resolution No. 243 adopted October 26, 2023, to modify the original contract to allow for an increase of \$7,200.00, pursuant to the attached documentation, which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$7,200.00, increasing the total contract price to \$339,466.00; and

BE IT FURTHER RESOLVED, that Resolution No. 243 shall otherwise remain as originally adopted on October 26, 2023.

Seconded by _____.

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

Central Paving, Inc.

4247 Acme Road
Frankfort, NY 13340
(315) 894-3196
(315) 894-3198

CONTRACT CHANGE ORDER REQUEST

PROJECT NAME:

RFB-2023-033
Pinti Field Site Improvement Project
City of Rome

Date: 12/20/2024

Duration:	Change Description:	Amount \$	
	Furnush and Install Concrete Light Pole Bases - 3 Ea	\$1,500.00	\$4,500.00
Duration:	Change Description:	Amount \$	
	Delete Specified MDF 440SMSS Drinking Fountain	\$2,700.00	\$2,700.00
	F&I 1 MDF 410WM drinking fountain incl plumbing connection		
	This includes additional Plumbing and excavation		
Duration:	Change Description:	Amount \$	
		Total Change \$	
			\$7,200.00
Requested By:	Roy Roorda		
Company:	Central Paving Inc		
Address:	4247 Acme Rd, Frankfort, NY 13340		
Phone/Email:	315-894-3196	r.roorda@centralpavinginc.net	

Approval Signature

Date

RESOLUTION NO. 218

AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH CENTRAL PAVING, INC., PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 243 ADOPTED OCTOBER 26, 2023 (\$16,802.00).

By Guiliano:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 243 adopted October 26, 2023, authorized a professional services agreement with Central Paving, Inc., for services relative to the Pinti Field Improvement Project, at a total contract price of \$315,464.00; and

WHEREAS, it has been recommended by Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, that Central Paving, Inc., be awarded Change Order No. 1 for a total amount not to exceed \$16,802.00, 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 Change Order No. 1 be awarded to Central Paving, Inc., pursuant to Resolution No. 243 adopted October 26, 2023, to modify the original contract to allow for an increase of \$16,802.00; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 1 as described hereinabove shall be an amount not to exceed \$16,802.00, increasing the total contract price to \$332,266.00; and

BE IT FURTHER RESOLVED, that Resolution No. 243 shall otherwise remain as originally adopted on October 26, 2023.

Seconded by Feeney.

AYES: Mayor Lanigan, Feeney, Guiliano
NAYS: None
EXCUSED: Nash, Adams
ADOPTED: September 26, 2024

RESOLUTION NO. 26

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT
AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 304 BELL ROAD FOR
\$15,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 304 Bell Road, Rome, New York, with Justin Gualtieri and Krisalin Kirk, for the rehabilitation of said property located at 304 Bell Road, Rome, New York, known as Tax Map No. 243.006-0001-025; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 304 Bell Road, Rome, New York, known as Tax Map No. 243.006-0001-025, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

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

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: January 10, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Justin Gualtieri and Krisalin Kirk for 304 Bell Road, tax map ID #243.006-0001-025, per the recommendation of the Real Property Committee. The purchase offer is \$15,000 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Justin Gualtieri and Krisalin Kirk to rehabilitate a parcel located at 304 Bell Road. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	304 Bell Road
Tax Map Number	243.006-0001-025
Parcel Description	H & L 33 x 100
Parcel Zoning	R-2
Ward Councilor	J. Sparace
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing house for use as an investment property
Proposer Name	Justin Gualtieri and Krisalin Kirk
Proposed Time Frame	12 Months
Proposed Price	\$15,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

GENERAL REQUIREMENTS

1. **Premises must comply with Property Maintenance Code of New York State**
2. **Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
3. **A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
4. **Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
5. **A third party electrical inspection will be required for any electrical work**
6. **Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.
39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures

shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Esri, HERE, IFC

**PROPOSAL TO PURCHASE PROPERTY ACQUIRED
BY THE CITY OF ROME THROUGH TAX FORECLOSURE**

Date of Proposal: December 30, 2024

Name(s): **Justin Gualtieri and Krisalin Kirk**

Address: **8584 Elmer Hill Rd., Rome, NY 13440**

Tel No.: **315-525-2485 Justin**

E-mail: jgualtieri.rbc@gmail.com, krisalinkirk@yahoo.com

Contact Name of Business Applicant: **Justin Gualtieri**

Mailing Address:

(If different from above)

Location of subject property: 304 Bell Rd., Rome, NY 13440

Tax map number: 243.006-0001-025

What is your intended use of the property? Examples could include primary residence, rental real estate, investment or commercial/business, parking, etc.? **Investment**

Is your proposed use of the property compliant with applicable zoning regulations? **Yes** No

If unknown, contact City of Rome Zoning Officer for determination.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

(1) Purchase price: **\$ 15,000.00**

(2) Legal fees and disbursements: **\$ 1,500.00**

(3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums (Property Insurance). **\$ 1,200.00**

(4) Abstract searches and/or title insurance: **\$1,500.00**

(5) Rehabilitation expenses: **\$ 80,375**

Total Estimate of Investment: \$ 99,575

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e., bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

Are you a City of Rome employee? **NO**

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School and County) on the property from the date I sign the rehabilitation agreement and due at closing.

SPG KIC Initial

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

SPG KIC Initial

I understand that if my proposal is accepted, I am required to present funds in the amount of 25% of my proposed price (100% if a vacant lot) at the time of signing my rehabilitation agreement.

SPG KIC Initial

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

SPG KIC Initial

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Rome are also factors of consideration.

SPG KIC Initial

I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

SPG KIC Initial

I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval

SPG KIC Initial

Signature of Applicant [Signature] Date 12/31/24

304 Bell Rd Rome NY 13440

	Cost Estimate of Repair	Rationale For Estimate	Days to Complete from Start
Demolition / Rubbish Removal/ Basement/Garage Clean out	\$ 5,000.00	Clean out of garage and removal of interior debris	
Foundation Repairs	\$ 1,200.00	Misc. foundation repairs	
Roofing/Chimney Repairs	\$ 3,000.00	Repair asphalt shingles and repoint/cap masonry chimney	
Framing	\$ 2,500.00	TBD Garage walls. Reframed designated work areas throughout home	
Exterior Finish	\$ 3,500.00	Power washing exterior vinyl siding/ repair misc vinyl siding	
Landscaping	\$ 1,200.00	Remove and replace shrubs/top soil & seed/misc. landscaping	
Insulation	\$ 1,500.00	Insulate designated work areas. Insulate basement rim joice	
Furnace	\$ 4,500.00	Install natural gas furnace with all necessary duct work/diffusers	
Electrical Service	\$ 7,000.00	Rework outlets, switches, and lighting to NYS code. Electrical fixtures included	
Electrical Branch Circuits		NYS third party electrical inspection	
Electrical fixture Allowance		Utilize existing main water & sewer line. Rough in all new water supply lines, drains and vents where necessary. Trim out and set new fixtures.	
Plumbing and Sewer Laterals	\$ 9,000.00	Plumbing fixtures included	
Plumbing Fixture Allowance			
Windows	\$ 4,500.00	Install new replacement windows in existing openings. Spray foam all window openings.	
Exterior Doors	\$ 1,500.00	Replace 2 exterior doors with trim	
Sheetrock Tape/Skim	\$ 9,000.00	Install 1/2" drywall throughout designated work areas. Mesh and skim to level five finish all ceilings and walls.	
Interior Paint	\$ 5,500.00	Paint all ceilings, walls, trim and doors	
Kitchen Cabinets/ Bathroom Vanities/Countertops	\$ 6,500.00	Refinish existing kitchen cabinets. Install new quartz counter tops, install new bathroom vanity/accessories.	
Flooring	\$ 4,500.00	Floor allowance material TBD	
Doors/Interior trim	\$ 4,000.00	Rework all trim and doors in preparation for paint.	
Appliances	\$ 2,500.00	Install new appliances. Stove, microwave and refrigerator	
Permit Fees	\$ 75.00	Building permit	
Contingency/Miscellaneous	\$ 3,000.00	Garage door TBD. Any unforeseen issues	
Property Insurance (Building Risk Policy)	\$ 1,200.00		
Utilities	\$ 900.00		
Purchase Price	\$ 15,000.00		
Attorney Fees and Title Insurance	\$ 3,000.00		
	\$ 99,575.00		6-8 Months



243.006-0001-025

301301 Rome NY

Active

R/S: 1

School: Rome School D



City Of Rome

Roll Year: 2025 Curr Yr

1 Family Res

Land AV: 1,000

304 Bell Rd

Land Size: 0.08 acres

Total AV: 5,000

- Parcel 243.006-0001-025
 - History
 - Assessment
 - Exempt(s)
 - Spec Dist(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale06/29/23
 - Notes
 - Sale02/26/98
 - Sale05/30/97
 - Sale05/30/95
 - Sale08/25/94

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
Total 1 Owners: To open, click the appropriate row (Right Click to Add)			
City Of Rome	Owner Type: Primary		Desig Status:
Last Name / Company: City Of Rome First Name: MI: Jr., Sr., etc:			
Attention To / In Care Of:		Additional Address:	
Street No:	Prefix Dir:	Street / Rural Route:	St Suffix: Post Dir: UnitName: Unit No:
		City Hall	
Po Box No:	City/Town:	State:	Zip Code:
	Rome	NY	13440-
Country: enter if not "USA"	Bar Cd:	Ownership: e.g. Life Use	Owner Type:
			P = Primary
Owner's Primary Residence			

RESOLUTION NO. 27

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT
AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 215 NORTH
WASHINGTON STREET FOR \$26,500.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 215 North Washington Street, Rome, New York, with Raymond Risucci and Zachary Lazore, for the rehabilitation of said property located at 215 North Washington Street, Rome, New York, known as Tax Map No. 242.050-0001-008; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 215 North Washington Street, Rome, New York, known as Tax Map No. 242.050-0001-008, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$26,500.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER RESOLVED that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all

deeds or other documents necessary to complete the transfer of title of said parcel of land; and

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

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: January 10, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Raymond Risucci & Zachary Lazore for 215 N. Washington St., tax map ID #242.050-0001-008, per the recommendation of the Real Property Committee. The purchase offer is \$26,500 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Raymond Risucci & Zachary Lazore to rehabilitate a parcel located at 215 N. Washington St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	215 N. Washington Street
Tax Map Number	242.050-0001-008
Parcel Description	Bldg. & Lot 50 x 100 Irr.
Parcel Zoning	C-3
Ward Councilor	L. Fazio
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing structure for rental real estate
Proposer Name	Raymond Risucci & Zachary Lazore
Proposed Time Frame	12 Months
Proposed Price	\$26,500
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

GENERAL REQUIREMENTS

1. **Premises must comply with Property Maintenance Code of New York State**
2. **Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
3. **A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
4. **Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
5. **A third party electrical inspection will be required for any electrical work**
6. **Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.
39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures

shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.



215 N Washington St
Tax ID# 42-059-0007-008

Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Esri, HERE, IPC

Property Proposal

215 N. Washington St.

Rome, Ny 13340

12/30/2024

Copper City Development, LLC

1001 Park Ave, Utica Ny 13501

Owners: Raymond Risucci & Zachary Lazore

Attached you will find our property proposal documents for 215 N. Washington St, Rome Ny 13340. The cost/expense breakdown was professionally completed by Emil Streeter of Leatherstocking professional services a New York State Certified service-disabled veteran owned business. The construction company we will use for the work is owned by my partner Zachary Lazore of Diesel Construction, LLC; a Minority owned business with a MWBE certification. This will give us a huge advantage to keep the cost of construction down as well as it will give us the opportunity to move towards safe and quick completion.

I have 20 years' experience in the financial sector along with owning, and the operation of several successful businesses. One of which is the redevelopment and restoration of real estate. I have a strong history of taking out of shape and out of use properties and converting them into beautiful and functional rental properties ranging from affordable living to high end rentals. I have a network of local renters, as well as traveling professionals looking for short and long-term stays in the area. These travelers range from nurses, interns, students as well as executives. Travelers are a great addition to any city; they bring diversity to an area and many times they become permanent fixtures in the community.

I realize this is a small project, but I think it is a perfect opportunity to show you our skill set as well as professionalism. We are hoping this will be the first of many projects in the community. We know one of the best ways to judge a company is to watch them perform and to see the finished product. Let this be the start of our Rome resume. We appreciate your time and consideration and look forward to working with you.

Best,

Ray Risucci

Zack Lazore

**PROPOSAL TO PURCHASE PROPERTY ACQUIRED
BY THE CITY OF ROME THROUGH TAX FORECLOSURE**

Date of Proposal: 12/30/24

Name(s): Raymond Risucci & Zachary Lazore
Address: 1001 Park Ave
Utica, NY 13501
Tel No.: 315-794-6089
E-mail: Ray.Risucci@outlook.com
Contact Name of Business Applicant: Ray

Mailing Address: _____
(if different from above) _____

Location of subject property: 215 N. Washington St Rome NY 13340
Tax map number: 242.050.0001-008

What is your intended use of the property? Examples could include primary residence/owner occupied, rental real estate, investment or commercial/business, parking, etc?

Investment / Rental property. Multi unit

Is your proposed use of the property compliant with applicable zoning regulations? Yes No
If unknown, contact City of Rome Zoning Officer for determination.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

- (1) Purchase price: \$26,500
- (2) Legal fees and disbursements: WIA / Architectural Designs: #2784 Charlie Walt's
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. \$692.00 Leather Stocking Cooperative Insurance Co
- (4) Abstract searches and/or title insurance: \$800 Allied American Abstract 181 Genesee St #602 Utica, NY 13501
- (5) Rehabilitation expenses: \$102,370.36 Diesel construction

Total Estimate of Investment: \$133,146.36

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e. bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

Savings Account Bank Funds Readily available (please see attachment)

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

See attached

Are you a City of Rome employee?

NO

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School and County) on the property from the date I sign the rehabilitation agreement and due at closing.

RR. Z.L. Initial

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

RR. Z.L. Initial

I understand that if my proposal is accepted, I am required to present funds in the amount of 25% of my proposed price (100% if a vacant lot) at the time of signing my rehabilitation agreement.

RR. Z.L. Initial

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

RR. Z.L. Initial

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Rome are also factors of consideration.

RR. Z.L. Initial

I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

RR. Z.L. Initial

I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval

RR. Z.L. Initial

Signature of Applicant



Date

12/30/24

Please See attached proposal

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation	0		
Roof	15,246	See cover sheet & attached	
Basement / Crawl Space	0		
Exterior Finish	TBD		
Landscaping	0		
Driveway / Parking Area	0		
Sidewalk	0		
Structural Repairs	0		
Insulation	TBD		
Furnace	7,550		
Electrical Service	4,500		
Electrical Branch Circuits	2,277		
Electrical Devices	4,000		
Plumbing and Sewer Laterals	0		
Plumbing Lines / Fixtures	6,000		
Demolition / Rubbish Removal	4,185		
Kitchen Cabinets	11,500		
Flooring	10,500		
Wallboard	10,412.36	not used expenses	
Windows	TBD	not used 4261200	
Doors	TBD	X	
Permit Fees	TBD	/	
TOTAL	102,370.36	TOTAL LENGTH OF REHABILITATION	120-150 Days

Proposal



Location of Work:
215 North Washington St.
Rome, NY 13340

Proposal No. 150-001-001
DATE December 19, 2024
CUSTOMER ID 150

Client: Copper City Development, LLC
1001 Park Ave.
Utica, NY 13502
Attn: Zachary LaZore
315-749-3095

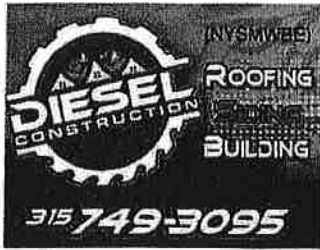
Project Manager		JOB	PAYMENT TERMS	
EHS		150-001	AIA Progress Payment Schedule	
PROJECT TITLE				
Renovations to 215 North Washington St., Rome, NY 13440				
QTY	UNIT	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	LS	R/R Roof System in its entirety	\$15,246.00	\$15,246.00
1.00	LS	R/D Electrical Fixtures/Devices for new work	\$2,277.00	\$2,277.00
1.00	LS	R/D Existing Floor (LVT, Carpet, Resilient Floor)	\$4,185.00	\$4,185.00
1.00	LS	R/D GWB at Walls for new work	\$1,912.36	\$1,912.36
1.00	LS	R/D Hot/Cold Water Supply for new work	\$4,500.00	\$4,500.00
1.00	LS	R/D Partition Framing for new work	\$850.00	\$850.00
1.00	LS	P/I New Supply/Drain Plumbing	\$6,000.00	\$6,000.00
1.00	LS	Revamp HVAC System	\$7,550.00	\$7,550.00
1.00	LS	P/I New GWB at walls per new floor plan	\$3,350.00	\$3,350.00
1.00	LS	P/I New Electrical Device/Fixture Package	\$4,000.00	\$4,000.00
1.00	LS	P/I New Electric Service Function	\$4,500.00	\$4,500.00
1.00	LS	P/I GWB Finish w/primer and finish coats (ceilings)	\$4,250.00	\$4,250.00
1.00	LS	P/I New GWB Finish w/primer and finish coats (walls)	\$4,250.00	\$4,250.00
1.00	LS	P/I New LVT Flooring	\$10,500.00	\$10,500.00
1.00	LS	Allowance for New lighting, bathroom fixtures and laundry fixtures	\$17,500.00	\$17,500.00
1.00	LS	Allowance for New kitchen millwork and restoration of doors/frames/hardware	\$11,500.00	\$11,500.00
			SUBTOTAL	\$102,370.36
			SALES TAX	\$0.00
			TOTAL	\$102,370.36



New York State Certified
Service-Disabled Veteran-Owned Business

THANK YOU FOR YOUR BUSINESS!

ESTIMATE



Prepared For

Copper City Development LLC
215 N Washington st
Rome, Ny 13440

DIESEL Construction Ny LLC

87 Whitesboro St.
Yorkville, Ny 13495
Phone: (315) 749-3095
Email: zlazore@gmail.com
Web: Dieselconstructionny.com

Estimate # 332
Date 12/23/2024

Description

Roofing

Remove 1 layer of shingles
Remove hip/ridge vent
Remove felt paper
Remove pipe boots/box vents if any
Remove drip edge
Install drip edge
Install ice and water (2 rows)
Install synthetic underlayment
Install starter strip
Install Owens Corning 30 year arch shingles
Install hip and ridge vent
Cleanup and removal of all debris
Dumpster
If plywood is needed additional charges may apply

Demo And finish work

Remove partition walls as needed
Remove flooring
Remove electrical that is not needed
Remove bathroom vanity's and toilets
Remove all desk/ office materials including cabinets shelving any and all dental supplies.
Install new electric as needed this includes plugs switches lighting and new service/ panels as needed.
Install new plumbing as needed for 2 bathroom's down stairs and 2 bathroom's upstairs and

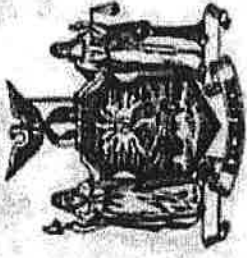
plumbing for all sinks and toilets
Install new framing as needed for 2 master bedrooms one upstairs and one downstairs
Install framing as needed for 3 bedrooms upstairs and 4 bedrooms downstairs
Install framing as needed for two offices one upstairs and one downstairs
Install electric as needed in new walls
Install insulation and sheetrock as needed on all exterior walls and interior walls
Install mud&tape
Sand down all walls and ceilings with new sheetrock and patch work needed to remove and replace plumbing and electrical
Prime and paint all walls and ceilings
Install new doors as needed
Install new door and window moldings as needed
Install new bathroom shower and tub units
Install kitchen cabinets in upper and lower apartments
Install countertops in both apartments
Install bathroom fans and bathroom vanity's as needed
Install new smoke & carbon detectors in all rooms that are needed per code
Install new ceiling fans in rooms that are needed
Install new flooring throughout entire apartments upstairs and down
Remove broken and damaged siding and replace with new
Replace any and all damaged plumbing pipes due to vandalism and having no heat in building.
Repair and bring stairs up to code to second floor
Install new hvac as needed this includes any ductwork or plumbing for both floors
Install fire extinguishers in each floor per code
Cleanup and remove all debris
Dumpster fees

Subtotal	\$102,370.36
Total	\$102,370.36

By signing this document, the customer agrees to the services and conditions outlined in this document. Payment must be payed in full upon completion of job.

Zachary Lazore

Copper City Development LLC



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Diesel Construction LLC

Certification Awarded on: January 19, 2024

Expiration Date: January 19, 2029

File ID#: 69000



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



Quote ID: 10-2024-44941

QUOTE SUMMARY, Dwelling Fire

Mail To:	Named Insured(s): Copper City Development LLC 6187 Glass Factory Rd Marcy, NY 13403	Agency: Bushinger, Bucciero & Smith Agency Inc - BBS 9528 Pinnacle Road Sauquoit, NY 13456 Work: (315) 737-7348 Fax: (315) 737-5121
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Proposed Term Effective Date:
12/27/2024, 12:01AM Standard Time

Proposed Term Expiration Date:
12/27/2025, 12:01AM Standard Time

The current Quote Summary replaces all previously Issued Quote Summaries, if any. Each policy period of one year beginning on the policy effective date and ending on the policy expiration date constitutes the policy period.

This policy applies only to those coverages indicated below for the limit of coverage as shown and for which a premium has been charged. The limit for each coverage shall not be more than the amount stated for such coverage, subject to all the terms and conditions of this policy.

The policy Deductible reflected on this Quote Summary applies to all property coverages unless otherwise stipulated within the policy language.

Property 1 - 215 N Washington St - Rome NY 13440 - Oneida County

Property: 1 of 1

Section I		COVERAGE LIMIT	PREMIUM
Coverage A - Residence		\$150,000	\$414.00
EC - Residence		***	\$34.00
VMM - Residence		***	\$14.00
Section II		COVERAGE LIMIT	PREMIUM
Coverage L - Premises Liability	(Each Occurrence)	\$500,000	\$101.00
Coverage M - Medical Payments - Per Person	(Per Person)	\$5,000	\$34.00
Coverage M - Medical Payments - Per Occurrence	(Per Occurrence)	\$25,000	\$0.00
ML-59 - Lead Exclusion		***	-\$7.00
FL-52A Trampoline Exclusion		***	-\$2.00
Optional Items		COVERAGE LIMIT	PREMIUM
Hazardous Conditions - Occupancy		***	\$104.00
Property Total		***	\$694.00

Coverage Premium: \$692.00
Fees: \$0.00
Total: \$692.00

RATING INFORMATION:

■ **Coverage A - Residence: Property 1**

Deductible: \$5,000.00
Loss Settlement: ACV
Construction: *Frame*
Protection: *Protected*
Zone: *All Other*
Form: *Basic Form (FL-1)*
Occupancy: *1-2 Family*

■ **Coverage L - Premises Liability: Property 1**

Classification: *Dwelling - 2 Family*
Territory Code: *19 - All Others*

■ **Hazardous Conditions - Occupancy: Property 1**

Condition: *Unoccupancy*

■ **SM-26 Automatic Increase, ACV: Property 1**

Modifies Coverage(s) at Renewal: *Coverage A - Residence, Coverage B - Related Private Structures, Coverage D - Additional Living Expense / Loss of Rent*

■ **Underwriting Questionnaire: Property 1**

Quote Subject to the Following Forms and Endorsements:

FL-18 (6/96) Intentional Act Exclusion, FL-20 (1/92) Agreement, FL-83 (02/02) Amendment of Policy Conditions, FL-90 (11/06) Clarification Endorsement, FMD-1 (12/94) Important Flood Insurance Notice, LCI-11 (4/91) Senior Citizen Form, PR (3/01) Notice of Privacy Policy, LCI-J (9/17) By-Laws, FL-21 05/10 Suit Against Us Amendatory Endorsement, FL-1 (2/92) Causes of Loss, FL-OLT (1/92) Premises Liability Insurance Coverage Part, ML-59 (6/99) Lead Exclusion, SM-26 (7/00) Automatic Increase, FL-80 (7/96) Redefinition of Insured



ADIRONDACK BANK.

12/27/2024

Raymond A Risucci
1007 Park Ave
Utica, NY 13501

To whom it may concern as of 12/27/2024 at 3:32PM Raymond Risucci has \$150,845.29 in his checking account with Adirondack Bank.

Thank you

Christine Deleel

Senior Relationship Banker
Adirondack Bank
136 Oriskany Blvd.
Whitesboro, NY 13492
Phone # 315-736-6169 ext 1352
Fax # 315-733-3581
NMLS # 2010931
cdeleel@adirondackbank.com



2nd Floor
Example

