BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor
John Mazzaferro, President of Common Council
Frank Tallarino, Commissioner of Public Works
Timothy A. Benedict, Corporation Counsel
David C. Nolan, Treasurer

BOARD OF ESTIMATE AND CONTRACT MEETING **AUGUST 13, 2015**
REGULAR SESSION **3:00 PM**

1. **CALLING THE ROLL OF MEMBERS BY THE CLERK**

2. **READING OF THE MINUTES OF THE PRECEDING SESSION**
   (Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)

3. **COMMUNICATIONS**

4. **PUBLIC SPEAKERS**

5. **REPORT OF DEPARTMENT HEADS**

6. **RESOLUTIONS**

   RES. NO. 176
   A

   AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UTICA NEIGHBORHOOD HOUSING SERVICES (UNHS). DiBari

   RES. NO. 177
   B

   AUTHORIZING CHANGE ORDER NO. 2 RELATIVE TO CONTRACT WITH M. HUBBARD CONSTRUCTION, INC., RELATIVE TO THE WATER POLLUTION CONTROL FACILITY PRIMARY SETTLING TANK REHABILITATION PROJECT. Tallarino

RES. NO. 178
C

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE ROME ART AND COMMUNITY CENTER FOR CITY-OWNED PROPERTY LOCATED AT 308 WEST BLOOMFIELD STREET ROME, NEW YORK. Tallarino

RES. NO. 179
D

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH D.H. SMITH, INC. Tallarino

RES. NO. 180
E

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNITED UNIFORM COMPANY, INC. Piekarski

RES. NO. 181
F

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JCI JONES CHEMICAL, INC. Piekarski

RES. NO. 182
G

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TROY AND BANKS. Lovett

RES. NO. 183
H

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ABSCOPE ENVIRONMENTAL . Tallarino

RES. NO. 184
I

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MORGAN'S WHOLESALE BAIT. Piekarski

RES. NO. 185
J

AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORPORATION PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 126 ADOPTED JUNE 13, 2013, RELATIVE TO THE WATER FILTRATION UPGRADE PROJECT. Tallarino

RES. NO. 186
K

AUTHORIZING THE DECLARATION OF VEHICULAR EQUIPMENTAS OBSOLETE AND AUTHORIZATION OF SAME TO BE SOLD VIA THE ROY TEITSWORTH AUCTION PROCESS. Piekarski

RES. NO. 187
L

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE WEST ROME WATER EXPANSION PROJECT. Tallarino

RES. NO. 188
M

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO CONTINUE PARTICIPATION IN ECS POWERPAY PROGRAM FOR THE WATER POLLUTION PLANT. Piekarski

7. TABLED RESOLUTIONS

8. ADJOURNMENT

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 176

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UTICA NEIGHBORHOOD HOUSING SERVICES (UNHS)

By _____;

WHEREAS, Jake DiBari, Director of the Department of Community and Economic Development for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with Utica Neighborhood Housing Services (UNHS), at a total amount not to exceed $84,954.25 (fully funded by CDBG) for emergency housing rehabilitation and ramps and rails program for low and moderate income Rome residents; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Utica Neighborhood Housing Services (UNHS), at a total amount not to exceed $84,954.25 (fully funded by CDBG) for emergency housing rehabilitation and ramps and rails program for low and moderate income Rome residents, said services are pursuant to the attached work plan, which by this reference is made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Exhibit A
Work to be Performed/Workplan

Describe CDBG Program Activities

Utica Neighborhood Housing Services (UNHS) will be using $ 60,000.00 of CDBG funding for a **Single Family Residential Rehabilitation Activity (14A) (570.202).**

Rome SAFE Program

- Each loan will be executed as a three-year forgivable, noninterest bearing loan and cannot exceed $20,000. If properties are sold within this term, the owner must repay the prorated balance of the loan.
- Applicant's income cannot exceed 80 percent of the area median income.
- Applicant's property must be located in the City of Rome and property must be current on City of Rome property tax obligations.
- Applicant must produce evidence of existing homeowner insurance coverage.
- Property for which funding assistance is being requested must be current of property tax obligations.

UNHS will provide **emergency** repairs for low-to-moderate income senior homeowners ages 60+, applicants must:

- Demonstrate a grave emergency to health and safety.
- Demonstrate that they do not have assets that can address the emergency and have exhausted all other avenues to address the problem.
- Applicants aged 60 and over and/or disabled may be eligible for the Rome SAFE Program.

Utica Neighborhood Housing Services (UNHS) will be using $ 24,954.25 of CDBG funding for a **Senior Services Activity (05A) (570.201e) and Handicapped Services Activity (05B) (570.201e) (LMC National Objective).**

Ramps & Rails Program

- This program is designed to ensure that the City of Rome low to moderate income seniors and individuals with disabilities are granted necessities that will maintain them in their home for as long as possible. Services include installation of ramps and/or rails for safe, easy access to their homes.

Note: Any loans paid back must be returned to the program to be reused.

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 177

AUTHORIZING CHANGE ORDER NO. 2 RELATIVE TO CONTRACT WITH M. HUBBARD CONSTRUCTION, INC., RELATIVE TO THE WATER POLLUTION CONTROL FACILITY PRIMARY SETTLING TANK REHABILITATION PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 192 adopted June 26, 2014, authorized the awarding of a contract to M. Hubbard Construction, Inc., relative to the water pollution control facility primary settling tank rehabilitation project, at a total contract amount of $953,369.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 80 adopted March 26, 2015, authorized the awarding of Change Order No. 1 for a total amount to exceed $77,035.95, bringing the grand total of said project to an amount not to exceed $1,030,404.95; and

WHEREAS, it has been recommended by Frank Tallarino, Commissioner of the Department of Public Works, that M. Hubbard Construction, Inc., be awarded Change Order No. 2 for this project; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to M. Hubbard Construction Inc., pursuant to Resolution No. 192 adopted June 26, 2015, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, to modify the contract to allow for changes which will increase the total project cost by an amount not to exceed $39,721.00, pursuant to the attached documentation, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be in a total amount of $39,721.00, per the attached documentation, for a total contract price of $1,070,125.95.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

CDM Smith

6800 Old Collamer Road Ext., Suite 3
East Syracuse, New York 13057
tel: 315 434-3200
fax: 315 463-0508

June 24, 2014

Mr. Frank Tallarino, Jr., P.E.
City of Rome Department of Public Works
Rome City Hall, Suite 3C
198 North Washington Street
Rome, New York, 13440

Subject: WPCF Primary Settling Tank Rehabilitation Project RFB-2014-039

Dear Mr. Tallarino:

Bids were received on June 19, 2014 and reviewed for errors and omissions for the above referenced contract. Two bids were received with the lowest bid from M. Hubbard Construction, Inc. in the amount of $888,759 for the base bid. The total of base bid plus all alternates is $1,278,869. The amounts bid for each alternate were:

- 27-ALT – Coatings $325,500
- 28-ALT – Remove and Replacement of 10 ft section of chain supplied by City $22,560
- 29-ALT – Remove existing sprocket and replace with new sprocket provided by City $8,000
- 30-ALT – Remove and replace shoes for supporting board on chain and flight system $28,800
- 31 ALT – Remove board on chain and flight system and replace with pre-drilled board supplied by City $5,250

CDM Smith has reviewed all bids for errors and informalities. There was one clerical error by the second low bidder, Central New York Construction, Inc. on bid alternate item 28-ALT where $42,650 was written rather than $42,560. The bid tabulation (with the referenced correction) is attached for your records.

In comparison to the engineer's estimate and the second bidder, the bid received from M. Hubbard Construction, Inc. could be perceived to be unbalanced as a result of a relatively high price bid for the lump sum Bid Item 2 and lower prices bid on the unit prices for Bid Items 3 to 25. As the tank rehabilitation work will be performed in groups of two or three basins at a time, the high lump sum price on Bid Item 2 does not appear to pose a risk to the City of the bid being front end loaded.

CDM Smith

CDM Smith also reviewed the impact of varying bid quantities on the results of the bid. As a deviation of more than 20% plus or minus in the actual quantity of work performed could trigger a request from the contractor to renegotiate the unit price bid, we evaluated whether a variation in the bid quantities would have impacted the determination of the low bidder. Table 1 provides a summary of the variations to the engineer's estimate and each of the bids received based upon an increase or decrease to the unit price bid quantities by 20%. A review of Table 1, indicates that determination of the low bidder is not impacted if quantities of the unit price items vary from plus or minus 20% of the quantities included on the bid form.

Based upon foregoing and the City's project budget, we recommend awarding the base bid and the alternate Bid Items 28-Alt, 29-Alt, 30-Alt, and 31-Alt for a total of $953,369.

Upon comparing the bids received with the Engineer's Opinion of Probable Construction Cost of $969,385 for base bid items, we believe that the bid received is reflective of current market conditions. We have also reviewed the financial strength of the contractor using the Dun and Bradstreet report attached and it appears the contractor is in good financial standing. As such, we recommend that the City proceed with award of this contract to the apparent low responsible bidder as follows:

Contract No. 1 – General Construction in the amount of $953,369

M. Hubbard Construction, Inc.
4225 Railroad Street
Mottville, NY 13119
Phone (315) 685-3791

Should you have any questions or require any other additional information, please do not hesitate to call me at 434-3247 or 525-7427.

Sincerely,

Nancy Oram Vigneault, P.E., BCEE
Project Manager
CDM Smith

cc: D. Marino, City of Rome
R. Albright, CDM Smith

CDM Smith

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

July 9, 2015
Revised July 29, 2015

Mr. Frank Tallarino, P.E.
City of Rome Department of Public Works
Rome City Hall, Suite 3C
198 North Washington Street
Rome, New York, 13440

Subject: Construction Contract Summary - Primary Settling Tanks Rehabilitation Project

Dear Mr. Tallarino:

As contract work is approaching completion for the rehabilitation of the primary settling tanks at the WPCF, we have summarized the costs of the work completed to date and provided costs for your review for modifications to the contract which we anticipate will be included in change order 2 when all costs are finalized.

As discussed previously, repair details of the deteriorating Parshall Flume were developed and the contractor has provided pricing for this rehabilitation work. The details for the basis of the quote and the quote are attached. We recommend giving the contractor approval to perform this work with the expectation that this will be included in change order 2 so that they can stay mobilized at the site. Other items that we recommend to be included in change order 2 once pricing if finalized are summarized below.

Also included in this table are three items that have been identified as additional repair or replacement work outside of the original contract. Pricing for two of these three items was provided by M. Hubbard Construction on July 29, 2015. These additional two items will bring the contract value above the original contract value of $953,369, but below the City's budget of $1.2 million for this project ($1,016,600 after engineering is subtracted).

Item	Cost	Total Cost	
Base bid	$953,369		Base Contract
Change Order 1	$77,035.95	$1,030,404.95	C.O. 1
Parshall Flume Rehab	$39,721	$1,070,125.95	Proposed C.O. 2
Phase 4 repairs to influent end of basins 5&6	No more than $45K	$1,115,125	Proposed C.O. 2
Phase 4 wooden baffles in basins 5 & 6	$1,907	$1,117,032	Proposed C.O. 2
Interior angle support rehab vs. replacement	$-1,600 (credit)	$1,115,432	Proposed C.O. 2
Drilling holes for flights	$1,216	$1,116,648	Proposed C.O. 2
Balancing change order to account for lower quantities than constructed	Approx. $-164,000	Approx. $952,648	Proposed C.O. 2
Grease trap diamond plate replacement with grating	$4,660	Approx $957,308	Proposed C.O. 2
Replace short steel handrail on basins 7-9 with alum handrail	$29,489	Approx. $986,797	
Stair replacement or rehab near aeration blowers	?	Not yet priced	

If you have any questions or wish to discuss this recommended modification and change order further, please feel free to call me at (315) 434-3247.

Sincerely,

Nancy Oram Vigneault

Nancy Oram Vigneault, P.E., BCEE
Project Manager
CDM Smith

cc: Dave Marino, Jeff Zdrojewski

ATTACHMENT A

Vigneault, Nancy

From: Vigneault, Nancy
Sent: Tuesday, June 16, 2015 5:20 PM
To: dmarino@romecitygov.com; rcarr0026@outlook.com; Marty Hubbard <martyhubbard@verizon.net> (martyhubbard@verizon.net); Moody, Eric; Nick Cruden (ncruden@mjels.com)
Subject: FW: MJ659.3 Rome Primary - Parshall Flume - SK4
Attachments: Sk-4 - Flume.pdf

All
Attached are the details for the Parshall flume repair/rehab. In an effort to keep things moving, I am sending to everyone at once.

Dave and I need to verify the weight of the actuator to make sure the 3,000 lb assumption is okay. If anyone has questions on anything else, please reply to all. We will work through questions as quickly as possible.

Marty and Rick, this should be enough to get you started on the cost estimate. If you have any questions or need clarifications, please let Nick and I know. If the weight assumption on the actuator changes anything, I'll let you know as soon as possible.

Thanks
Nancy

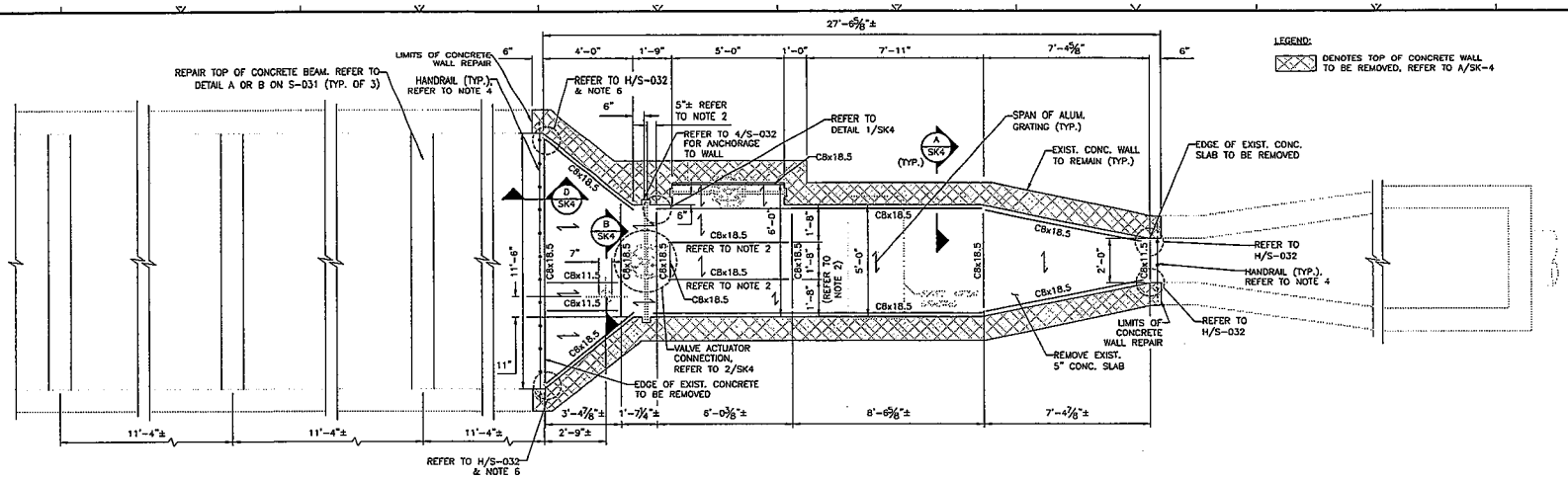
From: Nicholas G. Cruden [mailto:ncruden@mjels.com]
Sent: Tuesday, June 16, 2015 4:14 PM
To: Vigneault, Nancy
Cc: Moody, Eric
Subject: MJ659.3 Rome Primary - Parshall Flume - SK4

Nancy,

Attached is SK-4, which details the proposed repairs for the Parshall Flume. Please let me know if there are any questions regarding the proposed plan and details.

Thanks,

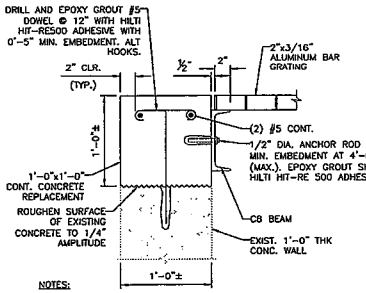
Nick Cruden
Structural Engineer
M.J. Engineering and Land Surveying P.C.
1533 Crescent Road,
Clifton Park, NY 12065
518.371.0799
www.mjels.com



NOTES:

1. ALL METAL BAR GRATING SHALL BE 2"x3/16" WITH BEARING BARS AT 15/16" O.C. AND CROSS BARS AT 4" O.C. ALUMINUM SGI (15-SG-4) SERIES, BY OHIO GRATINGS, INC. OR EQUAL.
2. COORDINATE THE EXACT LOCATION OF C8x18.5 BEAMS WITH LOCATIONS OF THE ACTUATOR VALVE STEM BASE PLATE AND BOLTS.
3. REFER TO G/S-032 FOR TYPICAL CHANNEL TO CHANNEL FRAMING CONNECTION. UTILIZE 4"x3"x3/8" THICK BENT PLATE AT ANGLED WALL.
4. EXTEND HANDRAIL TO EDGE OF CONCRETE WALL.
5. ACTUATOR ASSUMED TO WEIGH 3,000 LB. NOTIFY ENGINEER IF ACTUAL WEIGHT IS GREATER.
6. COPE CB FLANGE, AS REQUIRED TO MAKE CONNECTION.
7. REFER TO A/SK-4 FOR ANCHORAGE OF CB TO WALL.

PLAN
3/8" = 1'-0"

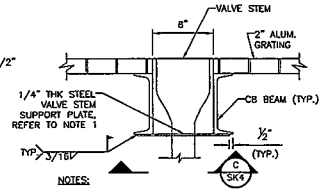


NOTES:

1. COORDINATE THE LOCATION OF THE ANCHORS TO ENSURE THAT CONNECTION OF BEAMS IS NOT IMPACTED.
2. PROVIDE BONDING AGENT AT INTERFACE OF NEW TO EXISTING CONCRETE.

GRATING SUPPORT CHANNEL TO WALL CONNECTION

SECTION A/SK4
1 1/2"=1'-0"

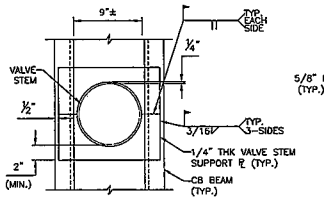


NOTES:

1. COORDINATE THE EXACT DIMENSIONS OF THE PLATE WITH THE VALVE STEM DIMENSIONS.

VALVE STEM SUPPORT PLATE

SECTION B/SK4
1 1/2"=1'-0"

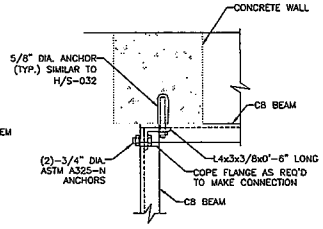


NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT SIZE OF THE VALVE STEM.

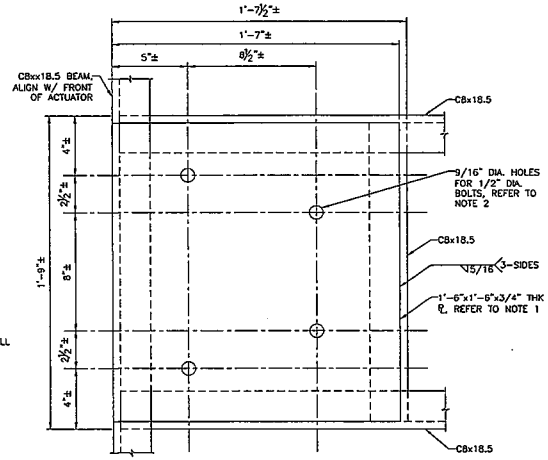
VALVE STEM SUPPORT PLATE

SECTION C/SK4
1 1/2"=1'-0"



FRAMING CONNECTION AT GATE

DETAIL 1/SK4
1 1/2"= 1'-0"



NOTES:

1. FRONT EDGE OF ℄ AND C8x18.5 SHALL BE ALIGNED WITH THE FRONT EDGE OF THE VALVE ACTUATOR.
2. COORDINATE THE EXACT LOCATION OF THE BOLT HOLES WITH THE EXACT LOCATION OF THE VALVE ACTUATOR BASE BOLTS.
3. ACTUATOR ASSUMED TO WEIGH 3,000 LB. NOTIFY ENGINEER IF ACTUAL WEIGHT IS GREATER.

VALVE ACTUATOR SUPPORT PLATE PLAN

DETAIL 2/SK4
3"= 1'-0"

REV. NO.	DATE	DRWN	CHKD	REMARKS
1	5/23/14	NGC	CMD	BID DOCUMENTS

DESIGNED BY: NGC
DRAWN BY: SNP
SHEET CHK'D BY: CMD
CROSS CHK'D BY: NGC
APPROVED BY: CMD
DATE: MAY 2014

CDM Smith
Camp Dresser McKee & Smith
Salina Industrial Powerpark, One General Motors Drive
Syracuse, NY 13206
Tel: (315) 434-3200

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065
Tel: (518) 371-0799

CITY OF ROME
ONEIDA COUNTY, NEW YORK
WPCF PRIMARY SETTLING TANK REHABILITATION

FLUME PLAN AND DETAILS

PROJECT NO. 21984/101517
FILE NAME sk-4 — flume.dwg
SHEET NO.
SK-4

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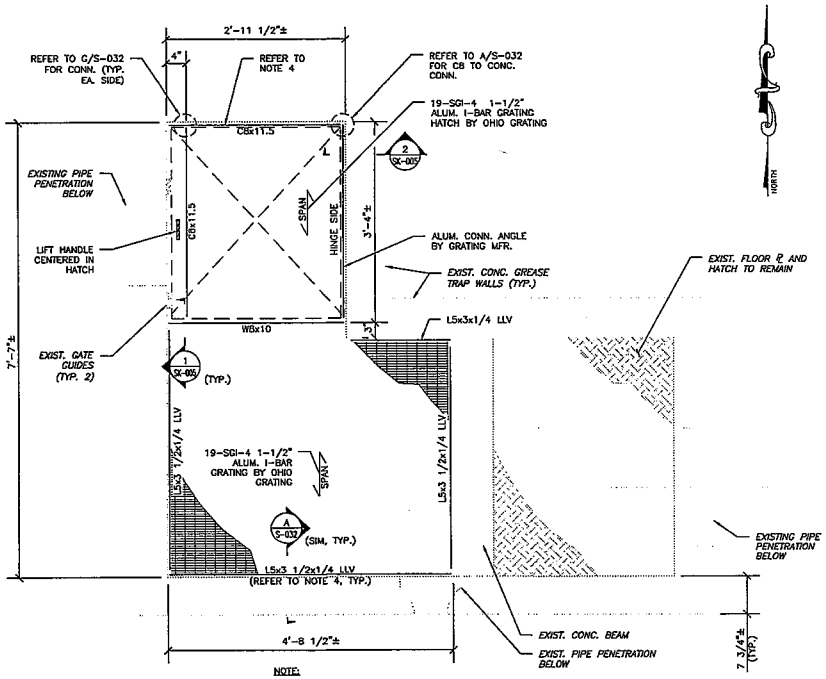
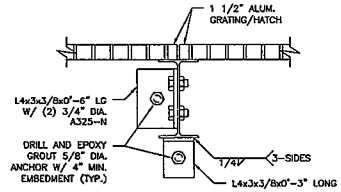


NOTE:

1. REMOVE EXISTING FLOOR PLATE AND HATCH AT WEST SIDE OF EXISTING GREASE TRAP. ALL REMOVED METALS SHALL BE TURNED OVER TO OWNER.
2. EXTEND GRATING AND HATCH TO BEAR ON W8x10
3. T/GRATING AND T/HATCH SHALL BE FLUSH WITH T/EXISTING CONCRETE. COORDINATE TOP OF STEEL WITH GRATING.
4. DRILL AND EPOXY GROUT (2) 5/8" DIA. ANCHORS PER SPAN AT STRUCTURAL STEEL AT EXISTING CONCRETE WALL. PROVIDE 4" EDGE DISTANCE AT EACH MEMBER END. REFER TO A/S-032 FOR TYPICAL CONNECTION REQUIREMENTS.
5. COORDINATE ALL REQUIRED OPENINGS WITH EXISTING VALVES. PROVIDE PREDCUT AND BANDED OPENINGS IN ACCORDANCE WITH GRATING MANUFACTURER'S REQUIREMENTS.

GREASE TRAP FRAMING PLAN

PLAN
1/2" = 1'-0"

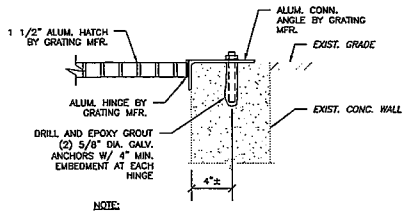


NOTE:

1. COORDINATE LOCATION OF CONNECTION ANGLE WITH GATE GUIDES AND EDGE OF CONCRETE WALL TO PROVIDE 4" MINIMUM EDGE DISTANCE.

TYP. W8 CONN. TO EXIST. CONC.

DETAIL 1 (SK-005)
1" = 1'-0"



NOTE:

1. CENTER 5/8" DIA. ANCHORS IN CONCRETE WALL. PROVIDE 4" MINIMUM CENTER TO CENTER SPACING BETWEEN ANCHORS.

TYP. GRATE CONN. TO EXIST. CONC.

DETAIL 2 (SK-005)
1" = 1'-0"

CDM Smith
Camp Dresser McKee & Smith

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

Sketch No. 005
GREASE TRAP FRAMING

ATTACHMENT B

Vigneault, Nancy

From: rick carr <rcarr0026@outlook.com>
Sent: Friday, June 26, 2015 11:05 AM
To: Vigneault, Nancy
Subject: RE: Rome Parshall Flume costs

Nancy,

The following is a breakdown for the parshall flume costs.

Based on a 3 man crew.

Labor:	Set up scaffolding, falsework :	$ 153.84/hr. X 12 hrs.	$ 1,846.00
	Concrete Demo:	$ 153.84/hr. X 28 hrs.	$ 4,308.00
	Form, pour concrete wall:	$ 153.84/hr. X 24 hrs.	$ 3,696.00
	Install steel/grating/handrail:	$ 153.84/hr. X 40 hrs.	$ 6,154.00
			$ 16,004.00
	Labor burdens: Insurance/Workers Comp		$ 5,761.00
		Total Labor:	$ 21,765.00
Material:	Concrete 2.2 cy with small load charge		$ 375.00
	Formwork 120 sf. @ $ 2.50/sf.		$ 300.00
	Rebar, Ties, Epoxy		$ 450.00
	Steel fabricated and coated approx. 2700 lbs.		$ 5,681.00
	2" Grating 154 sf.		$ 2,774.00
	Handrail 12 lf.		$ 1,140.00
	Anchors/Epoxy		$ 555.00
	Misc. Lumber/Nuts/Bolts/Paint		$ 500.00
		Total Materials:	$ 11,775.00
Equipment:	Boom Truck, Spoils removal		$ 1,000.00
		Sub Total:	$ 34,540.00
		Mark-up:	$ 5,181.00
		Total:	**$ 39,721.00**

I trust this will be sufficient as a breakdown.

If you have any additional questions, please advise.

Respectfully,

M. Hubbard Const. Inc.

Rick Carr

From: VigneaultNO@cdmsmith.com
To: martyhubbard@verizon.net; rcarr0026@outlook.com
CC: ncruden@mjels.com; moodye@cdmsmith.com; cdooley@mjels.com
Subject: Rome Parshall Flume costs
Date: Wed, 24 Jun 2015 20:13:43 +0000

Marty

Can you please provide some breakdown in the lump sum total you provided for the parshall flume repairs? Please copy all on this email as I am out the next 2 days.

Thanks

Nancy

Nancy Oram Vigneault, P.E., BCEE | Project Manager/Technical Services Local Team Leader
CDM Smith |6800 Old Collamer Road Ext | Suite 3 | East Syracuse, NY 13057

General Phone: (315) 434-3200 | Direct Phone/Fax: (315) 434-3247 |Cell: (315) 525-7427

vigneaultno@cdmsmith.com | cdmsmith.com

Vigneault, Nancy

From: rick carr <rcarr0026@outlook.com>
Sent: Wednesday, July 29, 2015 9:36 AM
To: Vigneault, Nancy
Subject: Rome Grease Trap and Handrail Costs

Nancy,

We are still waiting for the costs from Ohio Grating, however I have estimated the grating cost to try to and give you a price by today.

Handrail

Furnish and Install 238 LF. of Anodized Aluminum 2 Line Welded Handrail, top mounted in the same layout as the existing rail.

Labor:	$ 4,203.00
Misc. Anchors etc.:	$ 1,150.00
Handrail:	$ 20,290.00
	$ 25,643.00
Mark-up:	$ 3,846.00
Total:	**$ 29,489.00**

If the rail is approved and can be combined with our rail order for Tanks 7,8,9 then you can deduct $ 2,215.00 from the total cost.

Grease Trap

Furnish and Install new Grating, Support steel and Hatch as detailed on Sk-005 Grease Trap Framing plan.

Labor:	$ 2,102.00
Misc. steel, anchors:	$ 1,150.00
Grating/Hatch:	$ 800.00
	$ 4,052.00
Mark-up:	$ 608.00
Total	**$ 4,660.00**

If you have any questions or require additional information do not hesitate to contact us.

Respectfully,

M. Hubbard Const. Inc.

Rick Carr

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 178

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE ROME ART AND COMMUNITY CENTER FOR CITY-OWNED PROPERTY LOCATED AT 308 WEST BLOOMFIELD STREET ROME, NEW YORK.

By _____:

WHEREAS, Frank D. Tallarino, Jr. Commissioner of Public Works for the City of Rome, has recommended that the City of Rome enter into an agreement with the Rome Art & Community Center, whereby the City of Rome shall lease to the Rome Art & Community Center the City owned property located at 308 West Bloomfield Street, for a lease term of January 1, 2016 through December 31, 2016; and

WHEREAS, Rome City Charter Laws, Title A, Article IV, Section 33, states that all leases of city owned property shall be approved by the City of Rome Board of Estimate and Contract; 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 authorized to execute an agreement with the Rome Art & Community Center, to lease to said entity the premises known as 308 West Bloomfield Street, Rome, New York, for a lease term from January 1, 2016 through December 31, 2016

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 179

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH D.H. SMITH, INC.

By _____:

WHEREAS, Frank Tallarino, Commissioner of the Department of Public Works has recommended that the Mayor of the City of Rome enter into an agreement with D.H. Smith, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by D.H. Smith for preventative maintenance of the Bloomfield Street Bridge over the Mohawk River, at an amount not to exceed of $147,465.22 for a contract term effective upon execution; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with D.H. Smith, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by D.H. Smith for preventative maintenance of the Bloomfield Street Bridge over the Mohawk River, at an amount not to exceed of $147,465.22 for a contract term effective upon execution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 180

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNITED UNIFORM COMPANY, INC.

By _____:

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, New York has recommended that the Mayor of the City of Rome enter into an agreement with United Uniform Company, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by United Uniform Company, Inc. supply and delivery of uniforms to Rome Police Department, at an annual amount not to exceed of $53,377.25 for a contract term of one year, effective upon execution, with (2) one year extensions upon mutual agreement of the parties; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with United Uniform Company, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by United Uniform Company, Inc. supply and delivery of uniforms to Rome Police Department, at an annual amount not to exceed of $53,377.25 for a contract term of one year, effective upon execution, with (2) one year extensions upon mutual agreement of the parties.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 181

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JCI JONES CHEMICAL, INC.

By _____:

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, New York has recommended that the Mayor of the City of Rome enter into an agreement with JCI Jones, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by JCI Jones, Inc., for supply and delivery of approximately 50 tons of Liquid Chlorine, at an annual amount not to exceed of $37,500.00 for a contract term of one year, effective upon execution, with (2) one year extensions upon mutual agreement of the parties; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with JCI Jones, Inc., and/or any subsidiaries, affiliates and related entities controlled or owned by JCI Jones, Inc., for supply and delivery of approximately 50 tons of Liquid Chlorine, at an annual amount not to exceed of $37,500.00 for a contract term of one year, effective upon execution, with (2) one year extensions upon mutual agreement of the parties.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 182

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TROY AND BANKS

By _____:

WHEREAS, Brandon Lovett, Director of the Administrative Services of the City of Rome, New York has recommended that the Mayor of the City of Rome enter into an agreement with Troy and Banks, and/or any subsidiaries, affiliates and related entities controlled or owned by Troy and Banks, to audit the Kennedy Arena utility bills in an attempt to find reimbursements, and provide the City with utility services provider options, with rates more specifically defined in the attached agreement which is made part of this Resolution; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with Troy and Banks, and/or any subsidiaries, affiliates and related entities controlled or owned by Troy and Banks, to audit the Kennedy Arena utility bills in an attempt to find reimbursements, and provide the City with utility services provider options, with rates more specifically defined in the attached agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Corporate Offices:
BUFFALO - NEW YORK
2216 Kensington Avenue Kensington Avenue
at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-4452

Branch Offices:
ARIZONA
10641 East Arbor Ave.
Mesa, AZ 85208

CALIFORNIA
398 E. Carob Ave.
Fresno, CA 93654

FLORIDA
11048 Main Sail Dr.
Ft. Lauderdale, FL 33026

2330 Warbler Circle
Lakeland, FL 33810

7670 Taft Street
Pembroke Pines, FL 33024

GEORGIA
P.O. Box 923474
Norcross, GA 30010

NEW YORK
2121 Hillside Ave. #93
Long Island, NY 11040
(516) 746-0992

4764 Summerhurst Dr.
Liverpool, NY 13088

OREGON
21370 Serango Dr.
West Linn, OR 97068

CANADA
129 Elma Street
St. Catharines, ON L2N 6A1
(416) 20

TROY & BANKS
Utility and Telecommunication Consultants

Agreement

This Agreement is entered into as of _____ between Troy & Banks, Inc. ("TB") and

_____ with an address at

_____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit of Client's utility (gas, electric & water) & telecom accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid a percentage of all monies refunded or credited to the Client .

   40% of monetary refunds or credits

3. Future Cost Reduction-For any reduction in futures cost for telecom accounts resulting from T&B analysis the fee is 30% of the amount saved each month for 24 months. T&B will document actual monthly saving by analysis of tariff cost applications. This section is applicable for telecom only.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If Client does not receive refunds, credits, there will be no fee for TB services.**
6. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] _____

By: _____

Name: _____

Title: _____

Telephone: _____

Telefax: _____

Troy & Banks, Inc.

By: _____
Thomas T. Ranallo, President

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 183

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ABSCOPE ENVIRONMENTAL

By _____:

WHEREAS, the City of Rome has taken a proactive approach to the elimination of Slum & Blight in the urban core; and

WHEREAS, the 2014, and 2015 CDBG Actions Plans allocate funding toward the elimination of slum & blighted conditions in Rome's neighborhoods; and

WHEREAS, Abscope Environmental, of 7086 Commercial Drive, Canastota, New York has submitted the lowest responsible proposal for the abatement of asbestos containing material in the property located at 7088 Brennon Avenue; and

WHEREAS, Frank Tallarino, Commissioner of the Ddepartment of Public Works for the City of Rome, New York has recommended that the Mayor of the City of Rome enter into an agreement with Abscope Environmental, and/or any subsidiaries, affiliates and related entities controlled or owned by Abscope Environmental, for abatement of asbestos containing material associated with brightened and abandoned property (7088 Brennon Avenue), at a total amount not to exceed 8,850.00; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a professional services agreement with Abscope Environmental, and/or any subsidiaries, affiliates and related entities controlled or owned by Abscope Environmental, for abatement of asbestos containing material associated with blighted and abandoned property (7088 Brennon Avenue), at a total amount not to exceed 8,850.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Abscope Environmental, Inc.

7086 Commercial Drive
Canastota, NY 13032

Re: Proposal –City of Rome
RFQ-2015-029

PROPOSAL

City of Rome
Department of Public Works
198 N. Washington Street, Rome, NY 13440

RFQ-2015-029

Project Location: 7088 Brennon Ave.

CITY OF ROME

DEPARTMENT OF PUBLIC WORKS

ABATEMENT OF ASBESTOS CONTAINING MATERIALS AT CITY OWNED PROPERTIES

BID TAB

	LUMP SUM PRICE:
ABATEMENT OF 7088 BRENNON AVE	$8,850.00
TOTAL:	$8,850.00

BIDDER'S NAME

Abscope Environmental, Inc.

BY: Robert E. Duffy

TITLE: Vice President

ADDRESS: 7086 Commercial Drive

Canastota, NY 13032

TELEPHONE NUMBER: (315) 697-8437

EMAIL ADDRESS: bduffy@abscope.com

DATE: July 14, 2015

JOSEPH R FUSCO JR — MAYOR

FRANK D. TALLARINO — COMMISSIONER OF PUBLIC WORKS

Abscope Environmental, Inc.

7086 Commercial Drive
Canastota, NY 13032

Re: Proposal –City of Rome
RFQ-2015-029

A. General Information

1. Name and address of firm: Abscope Environmental, Inc.
   7086 Commercial Drive, Canastota, NY 13032

2. Telephone: 315-697-8437
   Fax: 315-697-9391
   Email Address: bduffy@abscope.com

3. Headquarters: 7086 Commercial Drive, Canastota, NY 13032

4. Date company founded: July 18, 1989

5. Internet website address: www.abscope.com

6. Proof of Insurance: Attached

B. Experience

Abscope Environmental has been in business for 24 years and has successfully completed well over 5,000 various projects. As such, Abscope has completed several various abatement projects for the following:

References:

Fayetteville-Manlius Central School District
100 Pride Lane, Manlius, NY 13104
Russell McCarty – (315) 692-1250
rmccarty@fmschools.org

Lockheed Martin
Electronics Parkway, Syracuse, NY
Nick Caparco – (315) 456-2606
Nick.caparco@lmco.com

Rand & Jones Enterprises
525 Brooks Road, Rome, NY 13441
Rick Carro – (315) 838-1012
Richard.carro.ctr@rl.af.mil

C. Schedule

Abscope Environmental can and will start work per NYSDOL Asbestos Project Notification Requirements

7086 Commercial Drive
Canastota, NY 13032

D. Project Staff

Steve Mitchell - copy of license and resume attached
Charles Korthas - copy of license and resume attached
Abscope Environmental, Inc. Asbestos Handling License attached

STEPHEN M. MITCHELL

Operations Manager

abscope environmental, inc.

TECHNICAL EXPERTISE:

- Supervision of over 40 million dollars in asbestos removal work
- Safely supervising projects with aggressive deadlines and complex logistical dynamics
- Scheduling multiple projects while handling frequent emergency calls
- Responsible for the safe operations of abatement activities
- Estimating

YEARS OF EXPERIENCE - 22

PROFESSIONAL CERTIFICATES:

- OSHA 40-Hr HAZWOPER
- OSHA Lead Training
- Mold Remediation Training
- NY/EPA Asbestos Supervisor
- Confined Space Training
- American Red Cross CPR
- American Red Cross First-Aid

PROFESSIONAL PROFILE

Mr. Mitchell has been a key Project Manager and Supervisor for Abscope Environmental since 1991. Mr. Mitchell has successfully supervised hundreds of asbestos abatement projects throughout New York state while maintaining an impeccable reputation with the NYSDOL, NYSDEC and the USEPA (regulatory agencies). Mr. Mitchell has been Abscope's jobsite safety advocate for the past 10 years and has been instrumental in establishing our current companywide safety policies. He has been a multiple recipient of Abscope's quarterly safety recognition award and is constantly seeking new ways to improve upon current company safety programs. Mr. Mitchell's field experience and estimating input is usually the controlling factor when considering which projects Abscope will undertake. Mr. Mitchell was recently promoted to Operations Manager where his vast knowledge and experience can be utilized to hone and develop other supervisors within the company and to oversee all field operations.

REPRESENTATIVE PROJECTS

DASNY Binghamton

Mr. Mitchell successfully managed the removal and disposal of 48,000 square feet of asbestos containing materials in 2campus buildings under an extremely aggressive time schedule. Challenges on this project included coordinating work efforts with multiple contractors and facility managers, while maintaining a safe and productive work environment for over 50 asbestos handlers.

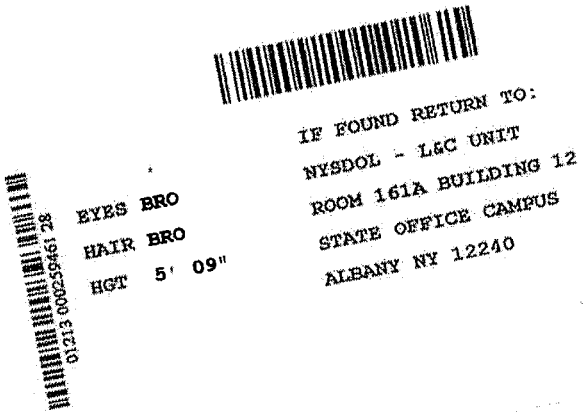
Lemoyne College

Mr. Mitchell successfully managed over 50 asbestos handlers, working multiple shifts to meet an aggressive project deadline. The project involved the removal of approximately 140,000 square feet of asbestos containing material. The project consumed over 19,500 man hours with zero safety issues.

SUNY Oswego

Mr. Mitchell supervised the removal and disposal of 85,500 square feet of asbestos containing material in various locations (crawl spaces, boiler rooms, roof decks, lab rooms, & auditoriums). The challenges presented included multiple work areas and an aggressive completion date. The job was completed on time with no safety issues.

*Submitted proof of training (see following page) to NYS DOL on 06/22/15. Awaiting receipt of new license.



New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. 731321

I – To be completed by Trainee

Name of Trainee (print)	NYS Depart. of Motor Vehicles ID (DMV ID)[1]	
Stephen Mitchell	339 829 792	
Signature of Trainee	Telephone Number	Date of Birth[1]
Stu Mitch	315-677-9796	6-13-70

Address: 310 Wilson Ave (Street or PO Box) Canastota (City) NY (State) 13032 (Zip Code)

II – To be completed by Training Sponsor

Provider's Name	Telephone Number
ECMC	315 687-9435
Address: 115 Genesee St	Course Location: Chittenango
Zip Code: Chittenango NY 13037	

Course Title: Contractor Supervisor ☐ Initial ☑ Refresher

NYS DOH use only ☐ DOH Equivalency[2]

Training Language: ☑ English ☐ Other: _____ Exam Grade/Date: 96% 6/19/15

Dates of Training: From: 6/19/15 To: 6/19/15 Expires: 6/19/16

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director[2]: MICHAEL WELLS (Print) _____ (Signature)

DEPT. OF LABOR

DOH-2832 (10/03) [1]Optional Information [2]DOH Equivalency signed by NYS DOH representative only

CHARLES W. KORTHAS IV

Project Superintendent

abscope environmental, inc.

TECHNICAL EXPERTISE:

- Supervision of over 500 asbestos removal projects of various sizes and complexity
- Safely supervising projects with aggressive deadlines
- Performing multiple projects while handling frequent emergency calls

YEARS OF EXPERIENCE – 16

PROFESSIONAL CERTIFICATES:

- OSHA 40-HR HAZWOPER
- OSHA Lead Training
- OSHA 10-HR Construction Safety Training
- OSHA Confined Space Entry
- NYS/EPA Asbestos Supervisor Training
- Mold Remediation Training
- Confined Space Training
- American Red Cross CPR
- American Red Cross First-Aid

PROFESSIONAL PROFILE

Mr. Korthas has been a key employee at Abscope Environmental since 1997. Mr. Korthas has successfully supervised hundreds of asbestos abatement projects throughout New York state while maintaining an impeccable reputation with the NYSDOL, NYSDEC and the USEPA (regulatory agencies). He has never failed to complete a job in a safe and effective manner.

Mr. Korthas was a recent recipient of Abscope Environmental's quarterly safety award.

REPRESENTATIVE PROJECTS

Lockeed Martin

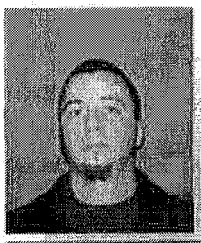
Mr. Korthas has successfully completed several asbestos and lead projects of all sizes throughout Lockheed's numerous facilities while fully complying with Lockheed's strict safety standards.

Saint Joseph's Hospital

Mr. Korthas has been supervising asbestos removal projects at St. Joseph's Hospital for over a decade. Projects range from the relatively routine, to the most challenging, including removing asbestos materials located adjacent to active hospital infrastructure.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



CHARLES W KORTHAS IV
CLASS(EXPIRES)
G SUPR(01/16)

CERT# 97-08896
DMV# 449102593

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 000378723 12

EYES GRN
HAIR BRO
HGT 5' 08"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Abscope Environmental Inc.

P.O. Box 487

Canastota, NY 13032

FILE NUMBER: 99-0602
LICENSE NUMBER: 29339
LICENSE CLASS: FULL
DATE OF ISSUE: 06/04/2015
EXPIRATION DATE: 06/30/2016

Duly Authorized Representative – Jack A Romagnoli:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

7086 Commercial Drive
Canastota, NY 13032

E. Insurance Requirements

Insurance Certificate naming City of Rome as additional insured - attached

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 184

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MORGAN'S WHOLESALE BAIT

By _____:

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, New York has recommended that the Mayor of the City of Rome enter into an agreement with Morgan's Wholesale Bait, of Camden, New York, and/or any subsidiaries, affiliates and related entities controlled or owned by Morgan's Wholesale Bait, to provide (1) Live Bait Vending Machine to be located at Bellamy Harbor Terminal Building; and

WHEREAS, the percentage paid to the City will be 2% of sales on a quarterly basis, after credit card fees and taxes (based on sales history, the percentage could increase up to 5%); now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a license agreement with Morgan's Wholesale Bait, of Camden, New York, and/or any subsidiaries, affiliates and related entities controlled or owned by Morgan's Wholesale Bait, to provide one (1) Live Bait Vending Machine to be located at Bellamy Harbor Terminal Building, effective upon execution and to expire December 31, 2016, pursuant to the attached Vending Service Agreement, which is made part of this Resolution.; and

BE IT FURTHER RESOLVED, proof of insurance shall be provided by Morgan's Wholesale Bait at an amount deemed appropriate by the Corporation Counsel.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Vending Service Agreement

THIS AGREEMENT is made the_____day of _____,~~200~~ 2015 by:_____ (Vendor) with CITY OF ROME. (Location). BELLAMY HARBOR TERMINAL BUILDING

Whereas, Location desires quality live bait & tackle vending for its customers.

Whereas, Vendor has the capacity and the knowledge to provide said service.

Now, Therefore, both parties agree as follows:

1. Location agrees to allow Vendor to exclusively provide live bait & tackle vending machines upon location's business premises subject to the terms of this agreement.

2. The term of this agreement shall commence on_____, 20__ and shall continue until _____, 20__ Following the expiration of the term, the agreement will be automatically renewable for additional one-year periods unless notice in writing is tendered between ninety (90) days and thirty (30) days prior to the expiration of the agreement or any subsequent renewal thereto.

3. Vendor shall be responsible for installing and maintaining vending equipment, which reasonably meets the location's needs. Vendor shall remain the sole owner of all such equipment. Location shall provide required electrical outlet. Location shall also dedicate appropriate space for vendor's equipment, which is designed to maximize access to the unit by both their users and employees of Vendor who service the units. Both parties hereto shall be responsible for loss or damage to their respective property.

4. Vendor reserves the right at time during this agreement to alter the units presently located at the premises of location or to remove all units if, in its sole discretion, it is determined that vending cannot be properly maintained.

5. This agreement is assignable by either party without notice.

6. Vendor will pay 2 % of the gross sales less state sales tax taken from the machines at the location on a quarterly payment schedule.

_____ _____

(Location Signature) (Vendor Signature)

Donna M. Piekarski

To: Scott Sprole
Subject: RE: proposal

From: Scott Sprole [mailto:fishboy0518@aol.com]
Sent: Thursday, June 25, 2015 10:05 AM
To: Donna M. Piekarski
Subject: Re: proposal

As per our conversation yesterday, we would be glad to supply a bait vending machine at the discussed location , we would need a secure power source so there would be no possible way for any interruption of power .
We are assuming a great expense in purchasing the machine and are willing to pay a small percentage next year to off set power usage.
The percentage paid to the city will be determined after we look at sales from this year , that percentage is typically between 2-5 percent of sales on a quarterly basis , after credit card fees and taxes .
I will get the machine ordered , and as soon as it arrives and is configured for the products I will be in touch .

Thank you
Scott Sprole
Morgan's Wholesale Bait
54 Oswego St
Camden, NY 13316
315-264-8536

Sent from my iPhone

On Jun 25, 2015, at 8:59 AM, Donna M. Piekarski <dpiekarski@romecitygov.com> wrote:

> Scott, can you send over what we discussed yesterday? Thank you.
>
> Donna
>
> *Donna M. Piekarski*
> *Purchasing Agent*
>
> *City of Rome*
> *198 North Washington Street*
> *Rome, NY 13440*
>
> *Phone (315) 339-7665*
> *Fax (315) 838-1165*

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 185

AUTHORIZING CHANGE ORDER NO. 3 TO CONTRACT WITH C.O. FALTER CONSTRUCTION CORPORATION PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 126 ADOPTED JUNE 13, 2013, RELATIVE TO THE WATER FILTRATION UPGRADE PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 126 adopted June 13, 2013, authorized the awarding of a contract to C.O. Falter Construction Corporation, relative to the Water Filtration Project, at a total contract amount of $4,127,050.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 283 adopted December 12, 2013, authorized the awarding of Change Order No. 1 for a total amount to exceed $14,228.96, bringing the grand total of said project to an amount not to exceed $4,141,278.96; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 139 adopted May 15, 2014, authorized the awarding of Change Order No. 2 for a total amount to exceed $135,744.00, bringing the grand total of said project to an amount not to exceed $4,277,022.96; and

WHEREAS, it has been recommended by Frank Tallarino, Commissioner of the Department of Public Works, that C.O. Falter Construction Corporation, be awarded Change Order No. 3 for this project; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to C.O. Falter Construction Corporation, pursuant to Resolution No. 126 adopted June 13, 2013, be and is hereby amended, whereby Change Order No. 3 is hereby awarded, to modify the contract to allow for changes which will decrease the total project cost by an amount not to exceed $123,461.85, pursuant to the attached Change Order No. 3, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 3 as described hereinabove shall be a decrease in a total amount of $123,461.85, per the attached documentation, for a total contract price of $4,153,156.11.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Change Order No. 3

Date of Issuance: July xx, 2015 Effective Date: July xx, 2015

Project: Water Filtration Plant Improvements	Owner: City of Rome, New York	Owner's Contract No.: DWSRF No. 17438
Contract: 1 - General		Date of Contract: July 29, 2013
Contractor: C.O. Falter Construction Corp.		Engineer's Project No.: 8614877.23

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached Description of Changes

Attachments (list documents supporting change):

See attached List of Attachments

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $4,127,050.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 456 Ready for final payment (days or date): 486
Increase from previously approved Change Orders No. 1 to No. 2: $149,972.96	Increase from previously approved Change Orders No. 1 to No. 2: Substantial completion (days): 21 Ready for final payment (days): 21
Contract Price prior to this Change Order: $4,277,022.96	Contract Times prior to this Change Order: Substantial completion (days or date): 477 Ready for final payment (days or date): 507
Decrease of this Change Order: $123,461.85	Increase of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: $4,153,561.11	Contract Times with all approved Change Orders: Substantial completion (days or date): 477 Ready for final payment (days or date): 507

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized
Date: _____	Date: _____	Date: _____

Approved by Funding Agency:

_____ Date: _____

BOARD OF ESTIMATE & CONTRACT AUGUST 13, 2015

RESOLUTION NO. 186

AUTHORIZING THE DECLARATION OF VEHICULAR EQUIPMENT AS OBSOLETE AND AUTHORIZATION OF SAME TO BE SOLD VIA THE ROY TEITSWORTH AUCTION PROCESS

By _____:

WHEREAS, pursuant to §2-384 of the Rome City Code, the Board of Estimate and Contract can authorize the sale of surplus personal property at such pricing as deemed appropriate by the Purchasing Agent; and

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome has compiled an itemized list of equipment and requested same be deemed as obsolete vehicular equipment, so as to allow for the sale—via The Roy Teitsworth Auction Process, of said equipment; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the equipment listed in "Exhibit A", which is attached hereto and made part of this Resolution, be and are hereby deemed obsolete vehicular equipment.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

EXHIBIT A

CITY OF ROME
:NTRAL MAINTENANCE

Asset Listing

7/14/2015

Equip. ID.	V.I.N.	Description	Type	Current Dept.
112 POLICE 2010	2FABP7BV9 AX105635	2010 FORD CROWN VIC	CAR	POLICE
117 POLICE 2010	1FMEU7D81AUA86038	2010 FORD EXPLORER	SUV	POLICE
125 POLICE 2010	2FABP7BV9 AX136836	2010 FORD CROWN VIC	CAR	POLICE
139 POLICE 2004	2B3HD46R 54H701804	2004 DODGE INTREPID GRAY	CAR	POLICE
157 POLICE 1983	2GBHG31M4D4133035	1983 G30 BUS	BUS	POLICE
159 POLICE 1986	1GCGD34J7	1986 CHEVY PICKUP	PICK UP	POLICE
2001 PARKS PEQUEA 1	4JAUS162X1G000032	2001 PEGUE TRAILER 14 FT	TRAILER	PARKS
2001 PARKS PEQUEA 2	4JAUS18202G102678	2001 PEGUE TRAILER 16 FT	TRAILER	PARKS
2003 ANIMAL	1B7HF13YX 1J273578	2001 DODGE RAM 1500	PICK UP	ANIMAL CONTROL
2005 FORESTRY	1GCEC19V31E276307	2000 CHEVY 1500	PICK UP	FORESTRY
2008 / 501 WATER	3B6MC36501M573819	2001 DODGE 1 TON UTILITY	UTILITY TRUCK	WATER SHOP
213 CODES	3B7KC26Z5 1M547815	2001 DODGE 2 W/D	PICK UP	CODES
215 DPW	1J9VM3H67 1C172051	2001 JOHNSTON SWEEPER	SWEEPER	DPW
2215 / 525 FILTRATION	3B7KF26Z92M309135	2002 DODGE RAM 2500	PICK UP	WATER FILTRATION
2216 / 512 WATER	3B6MC365 52M308685	2002 DODGE RAM 3500	UTILITY TRUCK	WATER SHOP
230 DPW	3B7KF26Z72M309134	2002 DODGE RAM 2500	PICK UP	DPW
2314 CODES	2FAFP71W6 3X118289	2003 FORD CROWN VIC	CAR	CODES
245 DPW	1GBJK34U1 4E270428	2004 CHEVY K3500	MINI DUMP	DPW
2804 CENTRAL	1GCEK14088Z297476	2008 CHEVY SILVERADO	PICK UP	CENTRAL
591 SEX TASK 2006	2FAHP71W66X106687	2006 FORD CROWN VIC	CAR	POLICE
811 / 509 SEWAGE	1HTCA2556 BHA29894	1981 INTERNATIONAL TRUCK	DUMP TRUCK	SEWAGE PLANT
879 ELEC	1GDHV34K3 HJ516811	1987 GMC PLATFORM		ELECTRICAL
9711 / CITY HALL	2P4GP25R6 VR334474	1997 PLYMOUTH VOYAGER	VAN	CITY HALL
9905 / 503A WATER	1GBJK34R5XF083283	1999 CHEVY K3500	MINI DUMP	WATER SHOP
SIU RED VAN 1993		1993 MERCURY VILLAGER GS	VAN	POLICE

Equip. ID.	V.I.N.	Description	Type	Current Dept.
SRO 2 POLICE 2007	2FAFP71W8 7X114296	2007 FORD CROWN VIC	CAR	POLICE
TORO 88	30795 30224	GROUNDS MASTER 325	MOWER	PARKS

27 Record(s) Printed

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 187

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE WEST ROME WATER EXPANSION PROJECT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the West Rome Water Expansion Project, and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on September 2, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

BOARD OF ESTIMATE AND CONTRACT AUGUST 13, 2015

RESOLUTION NO. 188

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO CONTINUE PARTICIPATION IN ECS POWERPAY PROGRAM FOR THE WATER POLLUTION PLANT

By _____;

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, New York, has recommended that the City of Rome, New York, continue participation in ECS PowerPay Program for the Water Pollution Plant for a period of three (3) years; 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 continue participation in ECS PowerPay Program for the Water Pollution Plant for a period of three (3) years, pursuant to the attached Renewal Agreement which by this reference is made a part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

Energy Curtailment Specialists, Inc.
4455 Genesee St. Bldg 6
Buffalo, NY 14225

ecs
an NRG company

Energy Curtailment Specialists, Inc. Demand Response Program

RENEWAL AGREEMENT

This Renewal Agreement is a part of and shall incorporate the terms and conditions of the original enrollment form ("Main Agreement") and any previous renewal enrollment form(s) governing our participation in Energy Curtailment Specialists, Inc.'s ("ECS") demand response programs. All terms of the Main Agreement and any renewal agreements will govern the relationship of the parties, except as modified below:

(1.)Modifications:

The term of our enrollment will extend three (3) years beyond the current term. We authorize ECS to be our exclusive demand response provider for all applicable demand response programs, to the extent permitted by law and governing regulations, including programs offered by NYISO and/or by utility companies relating to energy, capacity and ancillary services. To ensure ECS's compliance with applicable program rules, we agree to disclose to ECS our existing enrollment in any NYISO or utility company's demand response program.

SIGNED BY THE PARTIES AS FOLLOWS:

CUSTOMER (COMPANY) NAME: _____

By: _____ Date: _____

Print Name: _____

Title: _____

ENERGY CURTAILMENT SPECIALISTS, INC.

By: _____ Date: _____

SIGN & FAX TO ECS TOLL FREE: 1-877-711-0506