

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



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

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS](https://www.youtube.com/@ROMENEWYORK_OFFICIAL/STREAMS).

BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION

MARCH 26, 2026
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. 65 AUTHORIZING 2025 BUDGETARY TRANSFER. **Adams**

RES. NO. 66 AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE LEGACY CENTER FACILITY OPERATIONS AND MANAGEMENT (RFP-2026-011). **Andrews**

RES. NO. 67 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH LABELLA ASSOCIATES, DPC. FOR CONSTRUCTION INSPECTION OF THE NYSDOT BRIDGE NY SOUTH JAMES STREET BRIDGE PROJECT. **Guiliano**

RES. NO. 68 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C. (\$30,000.00). **Guiliano**

RES. NO. 69 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH VIP ARCHITECTURE ASSOCIATES, D.P.C. (\$457,900.00). **Andrews**

RES. NO. 70 AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (420 WEST PARK STREET) TO BUYER FOR \$1,000.00. **Domenico**

RES. NO. 71 AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 3 KOSSUTH STREET FOR \$5,000.00. **Domenico**

7. TABLED RESOLUTIONS

RES. NO. 46 AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT WITH ONEIDA COUNTY FOR A TRAFFIC TICKET DIVERSION PROGRAM. **James**

8. ADJOURNMENT

RESOLUTION NO. 65

AUTHORIZING 2025 BUDGETARY TRANSFER.

By _____:

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

REASON: Authorization for 2025 Year End Budget Transfers for AG, EW, & EM

Authorizing Budgetary Transfer of \$14,150 into City Retiree’s Health Insurance (AG)

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG9060.807	Health Insurance – City Retiree’s	\$14,150

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG5140.414	Sign Dept.: Supplies	\$14,150

Authorizing Budgetary Transfer of \$32,500 into Water Supply’s Salary Account (EW)

<u>TO CODE NO.</u>		<u>AMOUNT</u>
EW8320.151	Water Supply: Contract Services	\$32,500

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EW9060.810	Water: Health Insurance	\$32,500

Authorizing Budgetary Transfer of \$13,920 into Central Maintenance’s Salaries/Wages and Insurance Accounts (EM)

<u>TO CODE NO.</u>		<u>AMOUNT</u>
EM1640.151	Central Maintenance: Salaries & Wages	\$5,855

<u>TO CODE NO.</u>		<u>AMOUNT</u>
EM9060.809	Central Maintenance: Health Insurance	\$8,065

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EM1640.412	Central Maintenance: Service Contracts & Repairs	\$1,692

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
EM9060.815	Central Maintenance: Retiree's Health Insurance	\$12,065

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

RESOLUTION NO. 66

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE LEGACY CENTER FACILITY OPERATIONS AND MANAGEMENT (RFP-2026-011).

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 Legacy Center Facility Operations and Management (RFP-2026-011) on March 31, 2026; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 11:30 a.m. on April 30, 2026, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 11:30 a.m. on the same date and shall be opened by the City of Rome Purchasing Agent, and

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

PROPOSAL ADVERTISEMENT

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:30 a.m. local time April 30, 2026, for the following project:

RFP-2026-011

The Legacy Center Facility Operation & Management

PROJECT DESCRIPTION

The City of Rome is seeking proposals from qualified organizations to operate and manage the Legacy Center, a recreation and community facility. Qualified organizations will have the experience, knowledge, and capability to run the day-to-day facility operations and will be responsible for scheduling and upkeep. Qualified organizations must have experience with child care management and facilities. The Legacy Center is currently under design and the selected organization will have the ability to collaborate during the design process.

PROPOSAL OPENING

Proposals will be publicly opened and read aloud at 11:30 a.m., local time, April 30, 2026 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

PROPOSAL SUBMITTAL & FORMS

All proposals must be received no later than submission deadline listed above. The City of Rome will not accept late proposal submissions. Electronic submissions are not permitted for these bidding documents. Proposal packages must be timestamped by the City Clerk's Office. Any proposals submitted into the overnight drop box are done so at the proposer's risk of not being timestamped or included in the proposal opening.

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

RFP-2026-011

[Proposers Name]

EXAMINATION OF DOCUMENTS

Proposal materials can be inspected at the following locations:

- Office of the Rome City Clerk
Rome City Hall
198 North Washington Street, Rome, NY, 13440

PROPOSAL MATERIALS

Proposals will be advertised electronically at:

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

PROPOSAL ADVERTISEMENT NOTES

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

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

OFFICIAL PROPOSAL HOLDERS LIST

Proposers who intend to submit a proposal must call or email to be placed on the official plan holders list. Firms that obtain contract documents from a source other than the issuing locations must notify the City of Rome in order to be placed in the official plan holder's list for addenda and other proposal correspondence. Proposals received from firms other than those on the official plan holder's list will not be accepted. To be placed on the official plan holders list please contact the Department of Community and Economic Development at either (315) 339-7643 or amills@romeny.gov.

ADDENDA

The City and its representatives will not issue Addenda nor respond to questions within five (5) days prior to the scheduled proposal opening unless the stated bid date is postponed.

PRE-PROPOSAL CONFERENCE & PROJECT QUESTIONS

There will be no pre-proposal conference for this bid. All questions should be directed to:

- Matthew J. Andrews, Deputy Director of CED
Phone: (315) 339-7643
Email: mandrews@romeny.gov

BID SECURITY

None required.

Legal Date: 3/31/2026

RESOLUTION NO. 67

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER
INTO AN AGREEMENT WITH LABELLA ASSOCIATES, DPC. FOR CONSTRUCTION
INSPECTION OF THE NYSDOT BRIDGE NY SOUTH JAMES STREET BRIDGE PROJECT.**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York, has requested authorization to enter into an agreement with LaBella Associates, DPC., for Construction Inspection of the NYSDOT Bridge NY South James Street Bridge Project, for an amount not to exceed \$304,300.00; and

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the Mayor of the City of Rome and his designees are authorized to enter into an agreement with LaBella Associates, DPC., for Construction Inspection of the NYSDOT Bridge NY South James Street Bridge Project, for an amount not to exceed \$304,300.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

**PIN 2754.71 - Rehabilitation of S. James St. Bridge (BIN 4206450) over
Erie Barge Canal
Architectural/ Engineering
Consultant Contract
Supplemental No. 1**

PIN (s) _____ Municipal Contract No. _____

Agreement made this ____ day of _____, 2026 by and between

City of Rome

having its principal office at 198 Washington Street, Rome, New York 13440
(to be known throughout this document as the "**Sponsor**")

and

LaBella Associates, DPC

with its office at 300 State Street, Suite 201, Rochester, New York 14614
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a BridgeNY funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **PIN 2754.71 - Rehabilitation of S. James St. Bridge (BIN 4206450) over Erie Barge Canal** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant (Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Mayor of Rome, NY, Jeffrey Lanigan** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services, and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item 1	<ul style="list-style-type: none"> ○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ○ The cost of Principals', Officers', and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. ○ If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance 	<ul style="list-style-type: none"> ○ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> ○ The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.

3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	<ul style="list-style-type: none"> ○ Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. ○ For the purpose of this Contract, an accounting period shall be the 	<ul style="list-style-type: none"> ○ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as 140%, in all events not to exceed 151%, subject to audit. 	

3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
	<p>CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>		
Item V	<p><input type="radio"/> Negotiated Lump Sum Fixed Fee.</p> <p><input checked="" type="radio"/> Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.</p>	<p><input type="radio"/> A negotiated Lump Sum Fee which in this CONTRACT shall equal \$6,344.87.</p>	
Item VI	<p>The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$304,300.00.</p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared, and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents, or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability, and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of

the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her, or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29¹) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

¹ <https://www.ecfr.gov/current/title-49/subtitle-A/part-26/subpart-B/section-26.29>

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other

services. However, the Sponsor may in certain circumstances, provide compensation for such work.

Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.

If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECTS ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 *Executory Contract.* This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date: _____	Date: _____

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 2754.71
BIN: 4206450

Term of Agreement Ends: December 31, 2027

- Main Agreement Amendment to Contract [add identifying #] Supplement
No. 1 to Original
Contract

Phase of Project Consultant to work on:

- P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: January 1, 2026

Finish Date: December 31, 2027

PROJECT DESCRIPTION:

Rehabilitation of S. James St. Bridge over Erie Barge Canal

Project Location:

City of Rome, New York

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 304,300.00

Footnotes:

ATTACHMENT B

Scope of Services

SCOPE OF SERVICES
PIN 2754.71: BIN 4206450 – S JAMES ST. OVER ERIE BARGE CANAL
BRIDGE REHABILITATION
SUPPLEMENTAL NO. 1

Section 1 - General

1.01 Project Description and Location

Project Name: Rehabilitation of S. James Street Bridge over Erie Barge Canal
PIN: 2754.71
Project Description: Element specific rehabilitation to address deficiencies.
Project Limits: The bridge structure plus approximately 400 ft. south of the bridge and approximately 300 ft. north of the bridge along South James Street.
Sponsor: City of Rome
City: Rome
County: Oneida
The anticipated start date of preliminary design – July 2023
The letting date – January 2026
The construction completed date – November 2026
The anticipated design cost - \$392,200
The anticipated construction costs - \$2,182,000

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Patrick Surace, who can be reached at (315) 335-2653, psurace@romecitygov.com.

All correspondence to the **Sponsor** should be addressed to:
City of Rome
Department of Public Works
198 Washington Street
Rome, NY 13440

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

~~**1.03 Project Classification**~~

~~This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771¹. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.~~

1.04 Categorization of Work

Project work is generally divided into the following sections:
Section 1 General
Section 2 Data Collection & Analysis
Section 3 Preliminary Design

¹ <http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23>

Section 4	Environmental
Section 5	Right of Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening, and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. **Sections 8 and 9 are being added with this supplemental agreement.**

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- ~~• Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).~~
- ~~• Transportation needs.~~
- ~~• Plans for future related transportation improvements or development in the area of the project.~~
- ~~• Traffic data.~~
- ~~• Accident records and history.~~
- ~~• Most recent bridge inspection and condition report, NYSDOT weighted average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.~~
- ~~• Record as-built plans.~~
- ~~• Pavement history.~~
- ~~• Anticipated permits and approvals (initial determination).~~
- ~~• Terrain data requirements for design.~~
- ~~• Available project studies and reports.~~
- ~~• Other relevant documents pertaining to the project.~~

~~The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.~~

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from the review of project documents, advisory agency review, and coordination with other agencies.

- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.² The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Local Projects Manual (LPM)³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the LPM, those listed in the LPM take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a sub-consultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

The procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT LPM.

² <https://www.dot.ny.gov/plafap/view-document?id=1397>

³ <https://www.dot.ny.gov/plafap>

**SCOPE OF SERVICES
PIN 2754.71; BIN 4206450 – S JAMES ST. OVER ERIE BARGE CANAL
BRIDGE REHABILITATION
SUPPLEMENTAL NO. 1**

Section 2 - Data Collection and Analysis

2.01 — Design Survey

A. — Ground Survey

The Consultant will provide terrain data required for design by means of a topographic field survey. Topographic survey required for locating all prominent features within 65 ft of the centerline of the roadway, for a distance of approximately 400 ft. on either side of the bridge.

B. — Photogrammetric Survey

Not required.

C. — Stream Survey

Not required.

D. — Survey of Wetland Boundaries

Not required.

E. — Supplemental Survey

The Consultant will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. — Standards

The survey will be done in accordance with the standards set forth in the *NYSDOT Land Surveying Standards and Procedures Manual*⁴.

2.02 — Design Mapping

The Consultant will provide the following design mapping:

- 1:480 scale (1" = 40') mapping with 2-foot contour intervals.

The Consultant will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 — Determination of Existing Conditions

⁴ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

~~The Consultant will determine, obtain, or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.~~

2.04 – Accident Data and Analysis

~~The Sponsor will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits. The Consultant will prepare collision diagrams and associated summary sheets and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.~~

2.05 – Traffic Counts

~~The Consultant will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data. Information on traffic data can be found on the NYSDOT website at [Highway Data Services \(ny.gov\)](http://Highway Data Services (ny.gov))⁶.~~

2.06 – Capacity Analysis

~~Not required.~~

2.07 – Future Plans for Roadway and Coordination with Other Projects

~~The Sponsor will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.~~

~~The Sponsor will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).~~

~~The Sponsor will provide all the necessary information pertaining to the other projects or developments.~~

2.08 – Soil Investigations

~~Not required.~~

2.09 – Hydraulic Analysis

~~Not required.~~

2.10 Bridges to be rehabilitated

A. – Inspection

⁶ [Highway Data Services \(ny.gov\)](http://Highway Data Services (ny.gov))

~~The Consultant will perform a field inspection of each bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level-I load rating. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.~~

~~The Consultant will perform and document the findings of in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."~~

~~B. Bridge Deck Evaluation~~

~~For Bridges in which the deck will be rehabilitated, the Consultant will perform a bridge deck evaluation in accordance with NYSDOT Bridge Deck Evaluation Manual⁶ and NYSDOT Bridge Inspection Manual.⁷~~

~~C. Load Rating of Existing Bridge~~

~~The Consultant will perform a Level 1 load rating of the existing bridge in accordance with NYSDOT's Uniform Code of Bridge Inspection. Immediately upon completion, the Consultant will transmit two copies of the load rating calculations and summary sheets to the Sponsor and the Regional Local Projects Liaison for filing.~~

~~D. Fatigue Evaluation~~

~~The Consultant will analyze, in accordance with the current AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e.g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the Consultant will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the Sponsor for guidance and input. The Consultant will then conduct the evaluation accordingly.~~

~~For situations where the calculated remaining safe life is less than the planned remaining service life, the Consultant will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The Consultant will prepare and submit to the Sponsor a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations.~~

~~The Sponsor will determine the strategy to be adopted.~~

~~For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the Consultant will prepare and submit to the Sponsor a technical memorandum documenting the results of the fatigue evaluation.~~

⁶ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/lr_deck_manual/bridge_deck_eval_manual_1992.pdf

⁷ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/inspection/nysdot_bridge_inspection_manual_2017_comments_allowed.pdf

2.11 Pavement Evaluation

~~Not required.~~

SCOPE OF SERVICES
PIN 2754.71: BIN 4206450 – S JAMES ST. OVER ERIE BARGE CANAL
BRIDGE REHABILITATION
SUPPLEMENTAL NO. 1

Section 3 - Preliminary Design

3.01 — Design Criteria—

~~The Consultant will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the NYS DOT Project Development Manual⁶~~

~~The Sponsor will approve the selected project design criteria and will obtain NYS DOT concurrence (either by written submission or at a meeting).~~

~~Based on the selected design criteria, the Consultant will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.~~

3.02 — Development of Alternatives

A. — Selection of Design Alternative(s)

~~The Consultant will identify and make rudimentary evaluations of potential design alternative concepts that would meet the Sponsor's defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.~~

~~For each concept the Consultant will prepare rudimentary sketches of plan, profile, and typical section views which show:~~

- ~~• On plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.~~
- ~~• On profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.~~
- ~~• On typical section: lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.~~
- ~~• Where necessary: important existing features.~~
- ~~• Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.~~

~~These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.~~

~~The Consultant will meet with the Sponsor to discuss the concepts, using the sketches as discussion aids to describe the relative order of magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts, the Sponsor will select one or in some cases more, design alternative(s) for further development.~~

⁶ <http://www.dot.ny.gov/divisions/engineering/design/dgab/bdm>

B. Detailed Evaluations of Alternative(s)

The Consultant will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.⁹
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and streamflow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right of way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists, and the disabled.
- Lighting.
- Construction cost factors.

The Consultant will prepare the following drawings for each design alternative analyzed:

- 1" = 40' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right of way acquisition lines.
- Profiles, at a scale of 1" = 40' horizontal and 1" = 10' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

⁹ <https://www.dot.ny.gov/divisions/engineering/design/dgab/xdm>

~~The Consultant will develop, provide, and maintain a cost estimate for each design alternative.~~

~~The Consultant will update the estimate periodically and as necessary to incorporate significant design changes.~~

~~3.04 Preparation of Draft Design Approval Document~~

~~For this project, the Design Approval Document (DAD) will be a Bridge Rehabilitation Report (BRR).~~

~~The Sponsor will make all determinations not specifically assigned to the Consultant which are needed to prepare the Draft DAD.~~

~~The Consultant will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual (PDM).¹⁹~~

~~The Consultant will submit 2 copies of the Draft DAD to the Sponsor for review. The Sponsor will review the Draft DAD and provide the Consultant with review comments. The Consultant will revise the Draft DAD to incorporate the comments.~~

~~The Sponsor will submit 1 copy to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review.~~

~~The Consultant will revise the DAD to reflect NYSDOT and/or FHWA comments. The Sponsor will sign the cover sheet and submit 1 copy of the revised report to the NYSDOT for signature.~~

~~3.05 Advisory Agency Review~~

~~The Consultant will provide the Sponsor with 1 copies of the signed Draft DAD for distribution to advisory agencies.~~

~~The Sponsor will distribute the Draft DAD to the advisory agencies.~~

~~The Consultant will assist the Sponsor in evaluating and preparing individual responses to the review comments received.~~

~~3.06 Public Information Meeting(s) and/or Public Hearing(s)~~

~~A. Public Information Meeting(s)~~

~~The project will involve element specific repairs to the existing bridge and a public information meeting will not be required.~~

¹⁹ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

~~Notifications to public officials, potential stakeholders and emergency responders and schools will be completed during final design.~~

~~B. Public Hearing(s)~~

~~Not required.~~

3.07 Preparation of Final Design Approval Document (DAD)

~~The Sponsor will obtain all necessary approvals and concurrences and will publish all applicable legal notices.~~

~~The Consultant will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the PDM Manual, and update existing conditions and costs as necessary. The Consultant will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.~~

~~The Consultant will submit 1 copy of the Final DAD to the Sponsor for review. The Sponsor will review the Final DAD and provide the Consultant with review comments. The Consultant will revise the Final DAD to incorporate the comments.~~

~~The Sponsor will submit 1 copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The Consultant will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.~~

~~The Sponsor will grant or obtain from or through NYSDOT, Design Approval.~~

Section 4 – Environmental

4.01 – NEPA Classification

The Consultant will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the Consultant will complete the Federal Environmental Approvals Worksheet (FEAW), and forward the completed worksheet to the Sponsor for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 – SEQRA Classification

The Consultant will assist the Sponsor in complying with SEQRA (6 NYCRR Part 617). It is assumed that this Project will be considered a SEQRA Type II Action. The Sponsor is the Lead Agency. It is assumed that the following tasks will not be required:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The Consultant will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the DAD.

4.03 – Smart Growth

The Consultant will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit the same to the Sponsor for attestation.

4.04 – Screenings and Preliminary Investigations

The Consultant will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management

- ~~Navigable Waterways~~
- ~~Historic Resources~~
- ~~Parks~~
- ~~Hazardous Waste~~
- ~~Asbestos~~
- ~~Noise~~
- ~~Air Quality~~
- ~~Energy~~
- ~~Farmlands~~
- ~~Invasive Species~~
- ~~Visual Impacts~~
- ~~Critical Environmental Areas~~
- ~~Smart Growth~~
- ~~Environmental Justice~~

~~Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.~~

4.05 — Detailed Studies and Analyses

~~Based on the work performed in Section 4.04, the Consultant will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the Sponsor must concur with the Consultant's determination.~~

~~Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.~~

~~Detailed study or analysis will be done for:~~

- ~~Historic Resources~~
- ~~Navigable Waterways~~
- ~~Hazardous Waste~~
- ~~Asbestos~~

4.06 — Permits and Approvals

~~The Consultant will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:~~

- ~~U.S. Coast Guard Section 9 Permit~~
- ~~U.S. Army Corps of Engineers Section 10 Permit~~
- ~~U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)~~
- ~~NYSDEC Section 401 Water Quality Certification~~
- ~~NYS Canal Corporation Occupancy Permit~~

4.07 – Public Hearing

~~Not required.~~

Section 5 – Right-of-Way

5.01 – Abstract Request Map and/or Title Search

~~Not required.~~

5.02 – Right-of-Way Survey

~~The Consultant will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.~~

5.03 – Right-of-Way Mapping

~~Not required.~~

5.04 – Right-of-Way Plan

~~Not required.~~

5.05 – Right-of-Way Cost Estimates

~~Not required.~~

5.06 – Public Hearings/Meetings

~~Not required.~~

5.07 – Property Appraisals

~~Not required.~~

5.08 – Appraisal Review

~~Not required.~~

5.09 – Negotiations and Acquisition of Property

~~Not required.~~

5.10 – Relocation Assistance

~~Not required.~~

5.11 – Property Management

~~Not required.~~

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges
Not required.

B. Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

C. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage, all plans, specifications, estimates and other associated materials will be 90% complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.¹¹

The **Consultant** will prepare and submit 1 copy of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.

¹¹ <https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/chapter-21>

- ~~Contract language, including applicable federal provisions and prevailing wage rates.~~
- ~~Special notes.~~
- ~~Specifications.~~
- ~~Plans.~~
- ~~A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as built plans, etc.).~~
- ~~Other pertinent information.~~

~~The Consultant will submit the contract documents to the Sponsor for approval. Upon approval, the Sponsor will submit 1 copy of the contract bid documents to NYSDOT as described in the LPM.~~

6.04 – Cost Estimate

~~The Consultant will develop, provide, and maintain the construction cost estimate for the project. The Consultant will update the estimate periodically and as necessary to incorporate significant design changes and will develop and provide the final Engineer's Estimate, including all quantity computations.~~

6.05 – Utilities

~~The Consultant will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The Consultant will assist the Sponsor in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).~~

6.06 – Railroads

~~Not required.~~

6.07 Bridge Inventory and Load Rating Forms

The Consultant will complete and provide the Sponsor and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".
- The Consultant shall prepare a final load rating package in accordance with the completed project. This package will be assembled in PDF format for transmittal to NYSDOT.

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 – Advertisement

~~The Consultant will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the Sponsor. The Consultant will submit the ad(s) to the Sponsor for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the Sponsor, the Consultant will place the advertisements.~~

~~Advertisements must not be placed until authorization is granted to the Sponsor by the NYSDOT.~~

7.02 – Bid Opening (Letting)

~~The Sponsor will hold the public bid opening.~~

7.03 – Award

~~The Consultant will analyze the bid results. The analysis will include:~~

- ~~• Verifying the low bidder.~~
- ~~• Ensuring receipt of all required bid documents (non collusive bid certification, debarment history certification, etc.).~~
- ~~• Breaking the low bid into fiscal shares, if necessary.~~
- ~~• Determining whether the low bid is unbalanced.~~
- ~~• For pay items bid more than 25% over the Engineer's Estimate:
 - ~~◦ Checking accuracy of quantity calculations.~~
 - ~~◦ Determining the appropriateness of price bid for work in the item.~~
 - ~~◦ Determining whether the low bidder is qualified to perform the work.~~~~

~~The Consultant will assist the Sponsor in preparing and compiling the package of information to be transmitted to the NYSDOT.~~

~~The Sponsor will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (LPM).~~

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze, and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

8.02 As-Built Drawings

When the project is completed, the **Consultant** shall transfer the as-built information provided by the inspection staff to the digital drawings.

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment, and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies

(NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the **NYSDOT Manual of Uniform Recordkeeping (MURK)**.¹² The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various

¹² <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

C. Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

D. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications, and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database¹³.

¹³ <https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate an additional 12 cost and progress reporting periods will occur during this supplemental agreement.
- Section 6 Bridge inventory and Level 2 load rating forms will not be required. The consultant will prepare and submit a Level 1 Load Rating package for submission to NYSDOT.
- Section 8 Construction Support will include but not be limited to:
- Providing technical support during construction on questions relating to the design.
 - Review of shop drawings (if necessary).
- Estimate 3 requests that require effort will be made during the construction phase of the project.
- Section 9 Estimate construction will begin in Spring 2026 and will be completed by Fall 2026.

ATTACHMENT C

Staffing Rates, Hours, Reimbursables and Fee

South James Street Bridge over Erie Barge Canal
 City of Rome
 BIN 4206450
 PIN 2754.71
 Supplemental No. 1

LaBella Associates, D.P.C.

PAY GRADE (JOB TITLES)	ASCE (A) NSPE (P) ACSM(M) NICET (N) GRADE	AVERAGE HOURLY RATES		MAX, HOURLY RATES			OVERTIME CATEGORY
		PRESENT RATES	PROJECTED RATES	2025	2026	2027	
		Dec-25	Jul-26				
Principal	IX (A)	\$96.64	\$99.54	\$106.49	\$109.68	\$112.98	A
Project Manager	VII (A)	\$74.37	\$76.60	\$89.42	\$92.10	\$94.87	A
Senior Project Engineer	VI (A)	\$65.70	\$67.67	\$72.50	\$74.68	\$76.92	B
Senior Engineer	V (A)	\$61.50	\$63.35	\$68.27	\$70.32	\$72.43	B
Project Engineer	IV (A)	\$55.35	\$57.01	\$60.10	\$61.90	\$63.76	B
Engineer	III (A)	\$46.62	\$48.02	\$59.42	\$61.20	\$63.04	B
Junior Engineer	II (A)	\$37.12	\$38.23	\$41.56	\$42.81	\$44.09	B
Technician IV	IV (N)	\$50.90	\$52.43	\$59.13	\$60.90	\$62.73	C
Technician III	III (N)	\$38.31	\$39.46	\$46.49	\$47.88	\$49.32	C
Technical Typist	N/A	\$28.05	\$28.89	\$30.14	\$31.04	\$31.98	C
Party Chief (Office)	IV (N)	\$45.30	\$46.66	\$59.13	\$60.90	\$62.73	B
Instrument Assistant (Office)	III (N)	\$41.81	\$43.06	\$44.00	\$45.32	\$46.68	C
Party Chief (Field)	V (A)	\$45.30	\$46.66	\$59.13	\$60.90	\$62.73	B
Instrument Person (Field)	III (N)	\$41.81	\$43.06	\$44.00	\$45.32	\$46.68	C

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

PWR/Supp Data Period 07/01/2024 - 06/30/2025	Prevailing Rate	Actual Rate	Difference	Payroll Additive	Total
Party Chief	V (N)	\$47.22	\$48.06	\$0.00	\$0.00
Instrument Person	III (N)	\$45.03	\$44.36	\$0.67	\$0.06

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

	Prevailing Benefit	Normal (Overhead)	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	V (N)	\$25.75	\$9.58	\$16.17	-\$0.84	\$1.38
Instrument Person	III (N)	\$25.75	\$4.45	\$21.30	\$0.00	\$1.92

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

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

South James Street Bridge over Erie Barge Canal
 City of Rome
 BIN 4206450
 PIN 2754.71
 Supplemental No. 1

Exhibit A - Page 2
 STAFFING TABLE

LaBella Associates, D.P.C.

Construction Support

JOB TITLE	GRADE	1.0000	2.0000	3.0000	4.0000	5.0000	6.0000	7.0000	8.0000	9.0000	Total Hours	HOURLY RATE	TECHNICAL LABOR
Principal	IX (A)	0	0	0	0	0	0	0	0	0	0	99.54	-
Project Manager	VII (A)	40	0	0	0	0	0	0	0	0	80	76.60	6,128.09
Senior Project Engineer	VI (A)	0	0	0	0	0	0	0	0	0	0	67.67	-
Senior Engineer	V (A)	0	0	0	0	0	0	0	0	0	0	63.35	-
Project Engineer	IV (A)	0	0	0	0	0	0	0	64	0	64	57.01	3,648.67
Engineer	III (A)	0	0	0	0	0	0	0	0	0	0	48.02	-
Junior Engineer	II (A)	0	0	0	0	0	0	0	0	0	0	38.23	-
Technician IV	IV (N)	0	0	0	0	0	0	0	0	32	32	52.43	1,677.66
Technician III	III (N)	0	0	0	0	0	0	0	0	0	0	39.46	-
Technical Typist	N/A	0	0	0	0	0	0	0	0	0	0	28.89	-
Party Chief (Office)	IV (N)	0	0	0	0	0	0	0	0	0	0	46.66	-
Instrument Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	43.06	-
											0	0.00	-
											0	0.00	-
											0	0.00	-
Party Chief (Field)	IV (N)	0	0	0	0	0	0	0	0	0	0	46.66	-
Instrument Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	43.06	-
											0	0.00	-
TOTAL		40	0	0	0	0	0	0	136	0	176	TOTAL	11,454.42

1.0000	General	
2.0000	Data Collection & Analysis	
3.0000	Preliminary Design	
4.0000	Environmental	
5.0000	Right-Of-Way	
6.0000	Detailed Design	
7.0000	Advertisement, Bid Opening & Award	
8.0000	Construction Support	
9.0000	Construction Inspection	

South James Sireet Bridge over Erie Barge Canal
 City of Rome
 EIN # 27054450
 EIN # 2751120
 Supplemental No. 1

EXHIBIT A - Page 3
 STAFFING TABLE
 LaBelle Associates, D.P.C.

Construction Inspection

JOB TITLE	ASCE CER NICET GRADE	2025												(1)	(2)	(3)	(4)	(5)	(6)	
		J	F	M	A	M	J	J	A	S	O	N	D							
Project Manager	VII (A)													235	\$	76.60				\$ 18,077.86
Senior Engineer	V (A)													0	\$	63.35				\$ -
Project Engineer	IV (A)													0	\$	57.01				\$ -
Engineer	III (A)													0	\$	46.62				\$ -
SUBTOTALS														235	0			\$ -	\$ 18,077.86	
SUBTOTAL SALARIES (PREMIUM PORTION)																		\$ -	\$ -	
SUBTOTAL SALARIES (STRAIGHT TIME PORTION)																		\$ -	\$ 18,077.86	

NOTES:
 ** Overtime Hours
 (1) Total Hours (straight time)
 (2) Total Hours (overtime)
 (3) Projected Hourly Rate (straight time rate)
 (4) Projected Hourly Rate (premium overtime differential)
 (5) Direct Technical Salaries (premium portion)
 (6) Direct Technical Salaries (straight time portion)

South James Street Bridge over Erie Barge Canal
 City of Rome
 BIN 4206450
 PIN 2754.71
 Supplemental No. 1

Exhibit A - Page 4
 ESTIMATE OF DIRECT NON-SALARY COST

LaBella Associates, D.P.C.

Construction Inspection

1. Travel, Lodging, Subsistence & Tolls

Per Diem -	0	days @	\$ 200.00 /day	=	\$	-
	trips	miles per				
At site	4	6 miles/trip	24			
PM Mtgs / Site	10	120 miles/trip	1200			
Inspector Mtgs	2	120 miles/trip	240			
	Total Mileage		1464	@	0.700	\$ 1,024.80
Tolls	\$	@	0	Trip(s)	=	\$

TOTAL TRAVEL, LODGING, SUBSISTENCE & TOLLS \$ 1,024.80

2. Field Office

	Quantity	Rental Period (Mo.s)	Unit Price			
Cellular Phone	0	5	50 per. mo.		\$	-

3. Expendable Items (Tapes, Thermometers, etc...)

\$ -

4. Construction Software

3 EA @ \$2,400.00 = \$ 7,200.00

5. Field Material Testing

\$ -

6. Steel Fabrication

\$ 7,000.00

7. Timber Fabrication

\$ -

TOTAL DIRECT NON - SALARY COST \$ 15,224.80

Exhibit A, Page 5

SPECIFIC HOURLY RATES Lu Engineers

January 1, 2026 - December 31, 2026 (Firm's fiscal year)

JOB TITLES	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			(92%) OVERHEAD	(11%) FEE	STRAIGHT TIME	OVERTIME RATE	NIGHT/WEAK RATE	OVERTIME CATEGORY	OFFICE/ FIELD
		PRESENT (April 2025)	PREDICTED (Jun/2026)								
Resident Engineer	IV (N)	62.50	63.00	59.50	13.75	133.51	278.50	145.74	D	FIELD	
Senior Inspector	III (N)	51.71	53.73	49.48	11.35	114.63	244.44	130.50	D	FIELD	

NOTES:

OVERTIME POLICY: Time and a half for excess of 8 hours in a work day

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - overtime compensated at straight time rate over 40 billable hours

Category C - overtime compensated at straight time

Category D - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the 40 hours per week

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

RATES:

Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

LABOR DETAIL
CONSTRUCTION INSPECTION

Lu Engineers
City of Rome - C1 Project
Bridge Rehabilitation: St. James Street over Erie Canal

JOB TITLES	ASCE (A) OR NICET (N) GRADE	2026												(1)	(2)	(3)	(4)	(5)	(6)		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC								
Resident Engineer	IV (N)				184	176	184	168	168	176	152	136	1,480	0	\$ 138.53	\$ 174.60	\$ 205,021.44				
Resident Engineer**	IV (N)												160		\$ 114.62	\$ 18,338.69					
Senior Inspector (bridge painting)	III (N)																				
Senior Inspector (bridge painting)**	III (N)																				
TOTALS														1,640	0	\$223,360.13	\$0.00				

TOTAL SALARIES - OVERTIME (2026)

TOTAL SALARIES - STRAIGHT TIME (2026)

\$0.00

\$223,360.13

NOTES:

- **Overtime Hours
- (1) Total Hours (straight time)
- (2) Total Hours (overtime)
- (3) Projected Specific Hourly Rate (straight time rate)
- (4) Projected Specific Hourly Rate (overtime rate)
- (5) Specific Hourly Rates (straight time)
- (6) Specific Hourly Rates (overtime)

Exhibit A, Page 7

Estimate of Direct Non-Salary Costs - Construction Inspection

Lu Engineers
 City of Rome - CI Project
 Bridge Rehabilitation: St. James Street over Erie Canal

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (on site mileage)										
	Per Diem			0 days @	35.00 per day					\$0.00
	# days		trips/day		miles/trip					
RE	158	x	2	x	5	x	\$ 0.700 =			\$1,327.20
SI	20	x	2	x	5	x	\$ 0.700 =			\$168.00
									Total for Travel, Lodging & Subsistence	\$1,495.20
2. Owner's Protective Insurance										\$0.00
3. Expendable Equipment and Miscellaneous Expenses										
	APPIA License									
	Months		Days/Month							
										\$0.00
TOTAL DIRECT NON-SALARY COST										\$1,495.20

DIRECT SUB-CONTRACTOR COSTS

4. Materials Testing (Estimated)										
					<u>Amt.</u>	<u>Price</u>	<u>Total</u>			
	Technician (Soil, Concrete, Asphalt) - per day charge				0	\$ 400.00	\$ -			
	Concrete Cylinder Testing - per cylinder charge				0	\$ 16.00	\$ -			
	Compaction Testing - per day charge				0	\$ 60.00	\$ -			
	Soil Source Approval - per occurrence				0	\$ 1,300.00	\$ -			
	Concrete In-Plant Inspection (by NYSDOT)				As needed	\$ -	\$ -			
	Asphalt In-Plant Inspection (by NYSDOT)				As needed	\$ -	\$ -			
							\$ -			
									Total for Materials Testing	\$0.00
TOTAL DIRECT SUB-CONTRACTOR COST										\$0.00

DIRECT SUB-CONSULTANT COST

1.										\$0.00
2.										
3.										
TOTAL DIRECT SUB-CONSULTANT COST										\$0.00

GOODS PURCHASED UNDER THIS PROJECT TO BECOME PROPERTY OF MUNICIPALITY

1.										\$0.00
2.										
3.										
TOTAL GOODS COST										\$0.00

Exhibit A, Page 8

Summary

Lu Engineers

City of Rome - CI Project

Bridge Rehabilitation: St. James Street over Erie Canal

	<u>CONST. SUPPORT SECTION 1 SECTION 8</u>	<u>CONST. INSPECTION SECTION 9</u>	Total
Item IA, Specific Hourly Rates Straight Time (estimated) Hours Subject to Audit	\$ -	\$223,360.13	\$ 223,360.13
Item IA, Specific Hourly Rates Overtime (estimated) Hours Subject to Audit	\$ -	\$0.00	\$ -
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$ -	\$ 1,495.20	\$ 1,495.20
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$ -	\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$ -	\$ -	\$ -
Item III, Goods Purchased Under this Project to Become Property of Municipality	\$ -	\$ -	\$ -
ITEM IV Total Estimated Cost	\$ -	\$ 224,855.33	\$ 224,855.33
	TOTAL COST NOT TO EXCEED		\$ 225,000.00

South James Street Bridge over Erie Barge Canal
City of Rome
BIN 4206450
PIN 2754.71
Supplemental No. 1

Construction Support

Exhibit A - Page 9
SUMMARY

LaBella Associates, D.P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit		\$	11,454.42
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$	-
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$	-
Item III, Overhead (estimated) subject to audit	140.0%	\$	16,036.19
Item IV, Fixed Fee (negotiated)	11.00%	\$	3,023.97
Item II Direct Non-Salary Cost (estimated) subject to audit (Lu Eng.)		\$	-
Item II Direct Non-Salary Cost (estimated) subject to audit		\$	-
Total Estimated Cost		\$	30,514.58

South James Street Bridge over Erje Barge Canal
City of Rome
BIN 4206450
PIN 2754.71
Supplemental No. 1

Exhibit A - Page 10
SUMMARY

LaBella Associates, D.P.C.

Construction Inspection

Item IA, Direct Technical Salaries (estimated) subject to audit		\$	18,077.86
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$	-
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$	15,224.80
Item III, Overhead (estimated) subject to audit	67.0%	\$	12,112.17
Item IV, Fixed Fee (negotiated)	11.00%	\$	3,320.90
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost - Lu Eng.)		\$	225,000.00
Total Estimated Cost		\$	273,735.73

South James Street Bridge over Erie Barge Canal
 City of Rome
 BIN 4206450
 PIN 2754.71
 Supplemental No. 1

Exhibit A - Page 11
 CS/CI SUMMARY

LaBella Associates, D.P.C.

	Construction Support Section 1 Section 8	Construction Inspection Section 9	Total
Item IA, Direct Technical Salaries (estimated) subject to audit	\$ 11,454.42	\$ 18,077.86	\$ 29,532.28
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$ -	\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$ -	\$ 15,224.80	\$ 15,224.80
Item III, Overhead (estimated) subject to audit	\$ 16,036.19	\$ 12,112.17	\$ 28,148.36
Item IV, Fixed Fee (negotiated)	\$ 3,023.97	\$ 3,320.90	\$ 6,344.87
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost - Lu Eng.)	\$ -	\$ 225,000.00	\$ 225,000.00
Total Estimated Cost	\$ 30,514.58	\$ 273,735.73	\$ 304,250.31
		SAY	\$ 304,300.00

RESOLUTION NO. 68

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE, D.P.C. (\$30,000.00).**

By _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome, New York enter into an agreement with Barton & Loguidice, D.P.C., for services relative to the EPA required Headworks Analysis for NYSDEC permitting at the Water Resource Recovery Facility, for an amount not to exceed \$30,000.00; 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, D.P.C., for services relative to the EPA required Headworks Analysis for NYSDEC permitting at the Water Resource Recovery Facility, for an amount not to exceed \$30,000.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



March 3, 2026

Mr. Joseph G. Guiliano, Commissioner of Public Works
City of Rome
198 N Washington Street
Rome, New York 13440

Re: Proposal for Engineering Services
Local Limits Study and Headworks Analysis
City of Rome, New York

File: P702.5400

Dear Mr. Guiliano:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for engineering services associated with the City of Rome Local Limits Study and Headworks Analysis.

Understanding of the Project

B&L understands that the City of Rome is seeking engineering services to complete a Headworks Analysis in accordance with the United States Environmental Protection Agency (USEPA) Guidance. The evaluation will include determining allowable influent loading that can be treated by the Water Resource Recovery Facility (WRRF) infrastructure and recommending planned allocations for industrial users within the City. The study will utilize USEPA guidance for local limit development and provide a flexible framework for future industrial loading evaluations based on changes in the potential user base.

The City currently operates a 12.0 MGD activated sludge plant, which is currently planning an expansion to accommodate a new industrial user and potential future growth in the district. The study will involve reviewing pollutants of concern, evaluating existing and potential new industrial loadings, and developing a technical report summarizing headworks analysis and local limit update recommendations.

Project Approach

The following section provides a task-by-task description of our project approach.

Task 1: Kick Off Meeting

B&L will conduct an on-site kick-off meeting with City and B&L staff to review the project scope, existing data, schedule and steps to complete the project.

Deliverable: Kick-Off Meeting Notes prepared by B&L and distributed to all attendees.



Task 2: Data Review and Sampling Plan Development

B&L will review existing treatment plant data, influent characteristics, permitted industrial user reports, and new industrial user projections. Pollutants of concern (POCs) will be evaluated and necessary additions or adjustments will be recommended. B&L has received several excel files with data from the City of Rome previous sampling efforts including:

- Monthly WRRF Influent & Effluent CBOD₅, TSS, and TKN data (2025)
- Quarterly WRRF Influent, Primary Effluent, Mixed Liquor, Effluent, & Press Sludge, and Residential Metals (2023-2025)
- Quarterly WRRF Cake Toxicity Characteristic Leaching Procedure (TCLP) (2023-2025)

B&L will develop a sampling plan as necessary to assess any potential data gaps in residential, commercial, and industrial loadings to the WRRF. Note that this proposal assumes the City will complete the sampling and pay the laboratory costs directly, so sampling and laboratory costs are not included.

Deliverables: Proposed sampling plan. Sampling and laboratory expenses are not included in this proposal.

Task 3: Local Limits Evaluation & Development

B&L will utilize existing models and available data to estimate pollutant removal efficiencies. The model will be used to determine the Maximum Allowable Headworks Loading (MAHL) and Maximum Allowable Industrial Loading (MAIL). The MAIL will consider existing permitted major permitted industrial users and will provide recommendations regarding additional allowance industrial loads. B&L will make recommendations to assist the City in development of defensible local limits in compliance with USEPA guidelines.

Deliverables: Technical Report summarizing local limit technical re-evaluation and local limit updates and recommendations.

Task 4: Training & Implementation Support

B&L will develop and deliver a training session for City staff on new limits and regulatory compliance. An editable spreadsheet for future assessment will be provided to the City.

Deliverables: Local limits editable spreadsheet and training session meeting notes prepared by B&L and distributed to all attendees.

Cost Proposal

We propose a **lump sum, not-to-exceed fee of \$30,000** for all project-related work, including design, technical evaluations, and contract administration. Lump sum billing would be in proportion to the work completed as of the date of each monthly invoice. We will not bill beyond this amount without a change in scope and prior approval from the City.

Joseph G. Guiliano, Commissioner of Public Works
City of Rome
March 3, 2026
Page 3



Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Richard A. Straut', is positioned above the printed name.

Richard A. Straut, P.E.
Principal

Ahw/jds

Attachments:

Standard Terms and Conditions

Authorization

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

Agreed to and accepted this ____ day of _____ 2025.

Signed: _____

Name: _____

Title: _____

Your Company Reference Number to Appear on our Invoice(s): 245

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 supercedes 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. 69

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT
WITH VIP ARCHITECTURE ASSOCIATES, D.P.C. (\$457,900.00).**

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 enter into an agreement with VIP Architecture Associates, D.P.C., for services relative to the design of the proposed Michael E. Jensen Recreation and Community Complex, for an amount not to exceed \$457,900.00; 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 VIP Architecture Associates, D.P.C., for services relative to the design of the proposed Michael E. Jensen Recreation and Community Complex, for an amount not to exceed \$457,900.00, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

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

ADOPTED _____ DEFEATED _____



February 13, 2026

Mayor Jeff Lanigan
Rome City Hall
198 N. Washington Street
Rome, NY 13440

Re: Design Services for Community Center

Dear Mayor Lanigan,

VIP Architecture Associates, D.P.C (“Company”), is pleased to submit this proposal agreement (“Agreement”) to the City of Rome (“Client”) to complete design documents for the proposed Michael E. Jensen Recreation and Community Complex located at 1130 Floyd Avenue in the City of Rome, NY (“Project”). The Company and the Client may each be referred to herein individually as a “Party” and collectively as the “Parties.”

Detailed below is a summary of the Project and services the Company will provide, along with pricing, and standard terms and conditions.

PROJECT UNDERSTANDING

The Parties agree this proposal agreement is based on a meeting held at City Hall on February 5, 2026. During that meeting, the Client indicated that they are interested in starting design documents for the Michael E. Jensen Recreation and Community Complex. The Client has shared a feasibility study prepared by MRB Group which will serve as the basis for this proposal. The facility will be approximately 125,000sf in size and will consist of a fieldhouse space constructed as a Pre-Engineered Metal building that will encompass more than 80,000sf. The balance of the square footage will be contained within a two story conventionally framed steel building that will house a childcare facility, community rooms, fitness center, locker rooms, etc. The Client has indicated that believe the facility will need to be constructed in at least two phases, but that the design for the entire building will be completed as one effort.

As part of the initial feasibility study, the Client will provide a survey of the property as well as the geotechnical investigation. A Phase 1 ESA for the property has also been completed and provided to the Company.

SCOPE OF SERVICES (“SERVICES”)

The Company will provide to Client the following services:

1. Schematic Design Phase

Based on the Client’s goals and objectives for the Project, the Company shall prepare Schematic Design documents for the Project. This phase will include:

- We will research and document site development criteria applicable to the site such as local zoning, required set-backs, existing easements, maximum coverage ratios and/or other municipal regulations.
- We will perform a cursory review of the site to determine the likelihood of any wetland issues, flood plain issues, or any cultural resources, endangered species, or other potential items of concern regarding State Environmental Quality Review (SEQR) impacting the development. If it appears that wetlands may impact a site, additional wetland work can be conducted by a licensed wetland biologist to determine specifics. **This cost is not included in this proposal and would be billed as additional services if required.**
- Evaluate location and availability of water, electricity, telephone, gas, sanitary sewer, and storm sewer.
- Assess drainage requirements for adequate slope, required gutters, catch basins, water detention, etc. Determine whether site detention is required or recommended. Provide preliminary concepts for detention systems, as needed for costing.
- Research local building codes and zoning restrictions pertaining to requirements for design and construction.
- Discuss options and identify logical project phases. These phases will serve as the basis for how the project will be designed to accommodate future phases.
- Prepare a schematic design, consisting of floor plans and elevations, illustrating the character and size of the Project.
- Discuss options and make recommendations on building materials and mechanical systems.
- Prepare a schematic design cost estimate.

2. Design Development Phase

Upon the Client's approval of the Schematic Design and cost estimate, the Company shall prepare Design Development documents. This phase will include:

- Advancing the Schematic Design to fix the design concept and describe it in terms of architectural, electrical, mechanical, and structural systems.
- Develop an Outline Specification, describing various materials and techniques to be used for the Project.
- Prepare a Construction Schedule indicating the time required for construction.
- Prepare preliminary and final site plan approval documents and submit them to the local municipality.
- Prepare the site plan review submission to the City of Rome. This proposal assumes up to 4 submissions and meetings with the municipality.
- Update the cost estimate to reflect the Design Development documents.

3. Construction Documents

- Review the approved Design Development Documents and any adjustments authorized by the Client in the scope, schedule or budget, and coordinate with other Project team members.
- Review Project with local building officials to determine approval and permitting procedures, schedule and costs.
- Prepare, for approval by the Client, Construction Documents consisting of drawings and specifications setting forth the detailed requirements for construction of the Project with respect to the following:
 - a. Site
 - i. Prepare a site preparation and demolition plan.
 - ii. Develop grading, drainage and utility plan which will include routing of utilities as needed to serve the new building.
 - iii. Site Layout Plan indicating locations of sidewalks, parking, driveways etc.
 - iv. Landscape Planting Plan and schedule.
 - v. Erosion Control (SWPPP) indicating best practices to limit site erosion and sedimentation during construction.
 - vi. Site Details and partial plans as needed for site related elements.
 - b. Structural
 - i. Develop structural loads and foundation designs for the pre-engineered metal building field house.
 - ii. Design and detail the foundations, roof, floor and lateral force resisting systems for the conventionally framed steel building foundations.
 - iii. All foundations are assumed to be conventional shallow foundations
 - iv. Design and detail the floor slabs for the building.
 - v. Design and detail the exterior cold formed metal framed walls for the conventionally framed steel building.
 - c. Architectural
 - i. Provide code compliance plan in accordance with the current New York State Building code.
 - ii. Prepare documents that will illustrate how the project will be constructed in phases.
 - iii. Provide building plans consisting of floor plans, ceiling plan, roof plan, and floor finish plan.
 - iv. Provide exterior elevations for all sides of the building.
 - v. Provide interior elevations and millwork details.
 - vi. Provide door and hardware schedule.
 - vii. Provide window types and schedule.
 - viii. Provide exterior wall sections and details.
 - ix. Provide interior/exterior finish schedule and details.
 - d. Plumbing

- i. Perform load calculations and design water service entrance and backflow requirements.
 - ii. Design connection to sanitary service.
 - iii. Design natural gas service feed to serve the proposed building.
 - iv. Specify fixtures throughout and coordinate with Client.
 - v. Design domestic cold water and hot water distribution system to serve fixtures.
 - vi. Design natural gas distribution system to serve equipment.
 - vii. Provide details, schedules and specifications on drawings.
 - e. Mechanical
 - i. Perform heating, ventilation and air conditioning load calculations for the building.
 - ii. Design HVAC system to serve the building. The company assumes that packaged air handling units will be utilized. This proposal assumes that cooling of the indoor field area will be designed as an alternate.
 - iii. Design for ventilation and exhaust for all spaces per the requirements of the Mechanical code of New York State.
 - iv. Design controls for all HVAC systems as required.
 - v. Provide details, schedules and specifications.
 - f. Electrical
 - i. Design main electrical service from the street into the new building.
 - ii. Design receptacle and branch circuitry for the building.
 - iii. Provide equipment connections for HVAC, plumbing and fire alarm equipment.
 - iv. Provide full lighting and lighting controls design to accommodate floor plan.
 - v. Design site lighting including photometrics and controls.
 - vi. Design required emergency lighting.
 - vii. Coordinate fixture selections with Client.
 - viii. Design fire alarm system to meet code and accommodate floor plan.
 - ix. Design raceway and back boxes to data closet – coordinate locations with Client.
 - x. Provide details, schedules and specifications on drawings.
 - g. Fire Protection
 - i. Design fire service to the building including coordination with the local water authority.
 - ii. Sprinkler design will be performance based with the sprinkler contractor providing calculations and piping drawings.
- Make minor revisions as directed, following Client’s review, and finalize construction documents to be used for Client’s bidding purposes. Make minor revisions as directed, following Client’s review, and finalize construction documents to be used for permitting and construction.



At the completion of each phase of the work, the Client shall acknowledge their approval of the design intent as documented. Design revisions requested by the Client (including value engineering requests) at the culmination of any phase of the work will be considered a change order and will be provided at the Company's hourly rates or as otherwise approved by the Client prior to modifications of any drawings. These changes will be completed prior to the commencement of the next phase of the Project.

Additionally, if at any point during the Project the overall scope changes or additional services are requested, the Company will submit a change order to Client detailing the adjustment to Services and the related fee. The Company will require approval in writing from the Client prior to completing any additional services.

SCHEDULE

The estimated schedule for the Services is as follows:

Schematic Design Phase	8 weeks
Design Development Phase	10 weeks
Construction Documents	12 weeks

Note the schedule relies on the Client providing information, responding to questions, and making decisions in a timely manner to meet the schedule outlined above.

TYPE OF CONTRACT AND FEE

The Company proposes to split the design fee into two parts. The first part would consist of the Schematic Design and Design Development phases of this proposal. At the end of the Design Development phase, the Company will have provided multiple estimates for the project that will be based on a more detailed set of drawings. The proposed fee for this work is a lump sum (fixed) amount of **\$457,900**. A breakdown of this fee is provided below.

Schematic Design Phase	\$183,400
Design Development Phase	\$274,500

After completion of the Design Development phase, if the overall project estimate is in line with the Client's budget for the project, the Company would then complete the final phase of design (Construction Documents) for a fee of **\$240,600**. If at this time, the overall scope of the project is reduced in order to meet the Client's budget, the Construction Documents fee would be renegotiated at that time.

BILLING

The Company will send the Client monthly invoices to the individual and/or department listed in the "Billing Information" section below.

NOTED ASSUMPTIONS & EXCLUSIONS TO SERVICES

Although they may eventually be needed, services not specifically identified above are excluded from this agreement. Among the services specifically excluded are:

- Construction Administration Services – these services will be established once the project phases and construction sequence is better understood.
- Special Inspections during construction
- Permit Fees/Plan Review Fees
- Arc Flash study.
- LEED or WELL efforts
- Commissioning services
- As-built drawings
- Radon mitigation system design
- Energy rebates or incentives
- Energy Analysis/NYSERDA Incentives
- Fire pump design
- Domestic water pressure booster system.
- Solar energy system design
- Low voltage design for systems such as CATV, security, access control, and data/wi-fi

[Remainder of Page Left Intentionally Blank]



If you agree to the terms of this letter proposal agreement as defined above and in the VIP standard terms and conditions exhibit, please email back an executed copy of this Agreement. A counterpart of this letter proposal is enclosed for your files. Thank you again for allowing VIP to be of service to you in connection with this engagement.

Sincerely,

VIP Architectural Associates, PLLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

By: _____

Name: _____

Title: _____

Entity: _____

Dated: _____

BILLING INFORMATION

(To be completed/confirmed by customer upon counter signing)

Customer Legal Entity Name:

Customer Contract # [PDB #, P.O. #, C.O.#]:

Customer Billing Contact:

Customer Billing Address:

Customer Billing Email Address:

Customer Invoice Method: E-Mail

Tax Status: Exempt - Professional Services

Contract Billing Type: Choose an item.



STANDARD TERMS AND CONDITIONS

The Company will commence the Services upon receipt from Client of a countersigned copy of this Agreement.

1. The Company will send Client a monthly bill for fees and expenses of the prior period. Payment is due 30 days upon receipt of a bill.
2. If the Client fails to make any portion of the amount due prior to payment due date, the Company shall be permitted to charge a monthly interest rate equal to ten percent (10.0%) of the unpaid amount due.
3. Each Party acknowledges that during the term of this Agreement it may be exposed to or acquire Confidential Information of the other Party or its affiliates. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." The receiving Party shall hold the Confidential Information of the disclosing Party in strict confidence and will not disclose such information except to its representatives who have a need to know for the purpose of effecting the terms and conditions of this Agreement. The receiving Party shall be responsible for the breach of this Agreement by any of its representatives. The receiving Party will protect the disclosing Party's Confidential Information using the same degree of care that it uses to protect its own information of like import and shall not disclose it to any other person or entity except as required by law.
4. Upon execution of this Agreement, the Company grants to the Client a nonexclusive license to use the Company's instruments of service solely and exclusively for the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. In the event the Client uses the instruments of service without retaining the authors of the instruments of service, the Client releases the Company and Company's consultant(s) from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to the Company.
5. Design Services provided under this Agreement shall at all times be provided in accordance with industry standards, and any construction services shall be performed in a manner consistent with applicable laws, ordinances, rules and regulations.
6. The Company will submit change orders to the Client for modifications in Services. The Client will have 10 days to review and provide a written approval for the submission. If the Client does not approve, the Company will submit a follow-up request for Client approval. If the Client does not approve the second request within 10 days, the request will be deemed denied. Note all change orders approved require a written confirmation via email or executed form from the Client.
7. This engagement shall be governed by the laws of the State of New York. The terms of this Agreement may only be modified in writing signed by both parties.
8. If not executed by the Client, this proposal will be withdrawn after 30 days from the Agreement date.
9. This Agreement may be terminated at any time upon written notice by either Party. The Client shall compensate the Company for costs incurred up to the date of termination.



FEE SCHEDULE

ARCHITECTURE

Principal	\$219
Project Architect	\$173
Project Manager	\$161
Architect III	\$150
Architect II	\$138
Architect I	\$127
Designer IV	\$133
Designer III	\$127
Designer II	\$121
Designer I	\$104
Administrative	\$87
Intern	\$75

CIVIL ENGINEERING

Project Civil Engineer	\$110
Project Landscape Architect	\$110
Landscape Architect	\$90
Landscape Designer	\$70

MEP ENGINEERING

President	\$190
Vice President	\$175
Senior Licensed Engineer	\$160
Licensed Engineer	\$140
Senior Project Manager	\$140
Sr. BIM/Drone/Laser Scanning Engineer	\$130
Project Manager	\$130
Design Engineer	\$120
Junior Design Engineer	\$100
Jr. BIM/Drone/Laser Scanning	\$100
Drafter	\$90
Administrative	\$60

REIMBURSABLE EXPENSES:

Reimbursable expenses shall include reprographics, (printing, plans, photos, etc.) postage and express deliveries, travel (airfare, tolls, miles, lodging, etc.) and shall be billed as incurred in the ordinary course of performing the work of the Project plus a 10% administrative processing fee.

RESOLUTION NO. 70

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (420 WEST PARK STREET)
TO BUYER FOR \$1,000.00.**

By _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws 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 5/7 vote of the Rome Common Council, with or without advertising for bids, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey a parcel at 420 West Park Street, Tax Map No. 242.041-1-27, to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 420 West Park Street, Tax Map No. 242.041-1-27, to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

Seconded by _____.

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

ADOPTED _____ DEFEATED _____

EXHIBIT "A"

TAX MAP NO: 242.041-1-27
PROPERTY ADDRESS: 420 West Park Street
CONSIDERATION: \$1,000.00
BUYER: Li Wang

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: March 17, 2026

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with Li Wang for 420 W. Park St, tax map ID #242.041-1-27, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Li Wang to purchase a parcel located at 420 W. Park 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



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	420 W. Park St.
Tax Map Number	242.041-1-27
Parcel Description	Lot 33 X 92
Parcel Zoning	R-2
Ward Councilor	L. Fazio
Date of City Ownership	6/24/2016
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot for future development
Proposer Name	Li Wang
Proposed Time Frame	N/A
Proposed Price	\$1,000
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

- None

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.

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

Date of Proposal: February / 18 /2026

Name(s): [REDACTED]

Address: [REDACTED]

Tel No.: [REDACTED]

E-mail: [REDACTED]

Contact Name of Business Applicant Lj Wang

Mailing Address: [REDACTED]
(if different from above)

Location of subject property: 420 W PARK ST, Rome, NY 13440

Tax map number: 242.041-0001-027

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

(R2 zoning – two-family residential use permitted)

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: \$1000
- (2) Legal fees and disbursements: \$2000
- (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. \$1500
- (4) Abstract searches and/or title insurance: \$1500
- (5) Rehabilitation expenses: \$235,000 (new single-family construction including foundation, framing, mechanicals, finishes, and site work)

Total Estimate of Investment: \$240,000

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):

Applicant is an experienced real estate investor committed to completing construction within the proposed timeline and maintaining the property in full compliance with City of Rome codes and standards.

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.

 L.W 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).

 L.W 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.

 L.W 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.

 L.W 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.

 L.W Initial

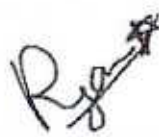
I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

 L.W 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

 L.W Initial

Signature of Applicant



Li Wang

Date Feb.18.2026



242.041-1-27 301301 Rome NY Active R/S:1 School: Rome School D
 City Of Rome Roll Year: 2026 Curr Yr Res vac land Land AV: 1,000
 420 W Park St Land Size: 0.07 acres Total AV: 1,000

- Parcel 242.041-1-27
 - History
 - Assessment
 - Exempt(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Valuation
 - Sale06/24/16
 - Notes
 - Sale07/15/04
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation

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: <input type="text" value="City Of Rome"/> First Name: <input type="text"/> MI: <input type="text"/> Jr., Sr., etc: <input type="text"/>			
Attention To / In Care Of: <input type="text"/> Additional Address: <input type="text"/>			
Street No: <input type="text"/> Prefix Dir: <input type="text"/> Street / Rural Route: <input type="text" value="City Hall"/> St Suffix: <input type="text"/> Post Dir: <input type="text"/> UnitName: <input type="text"/> Unit No: <input type="text"/>			
Po Box No: <input type="text"/> City/Town: <input type="text" value="Rome"/> State: <input type="text" value="NY"/> Zip Code: <input type="text" value="13440"/>			
Country: enter if not "USA" <input type="text"/> Bar Cd: <input type="text"/> Ownership: e.g. Life Use <input type="text"/> Owner Type: <input type="text" value="P = Primary"/>			
Owner's Primary Residence <input type="text"/>			

RESOLUTION NO. 71

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT
AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 3 KOSSUTH STREET FOR
\$5,000.00.**

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 3 Kossuth Street, Rome, New York, with Corey Robinson, for the rehabilitation of said property located at 3 Kossuth Street, Rome, New York, known as Tax Map No. 242.040-2-10; 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 3 Kossuth Street, Rome, New York, known as Tax Map No. 242.040-2-10, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Five Thousand and 00/100 Dollars (\$5,000.00), 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: March 17, 2026

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Corey Robinson for 3 Kossuth St, tax map ID #242.040-2-10, per the recommendation of the Real Property Committee. The purchase offer is \$5,000 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 Corey Robinson to rehabilitate a parcel located at 3 Kossuth 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



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	3 Kossuth St.
Tax Map Number	242.040-2-10
Parcel Description	Newport Flat 20 x 115
Parcel Zoning	C-1
Ward Councilor	L. Fazio
Date of City Ownership	6/12/2025
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing structure for use as primary residence
Proposer Name	Corey Robinson
Proposed Time Frame	12 Months
Proposed Price	\$5,000
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.

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

Date of Proposal: 1-30-26

Name(s):
Address:

Sory Robinson


Tel No.:
E-mail:
Contact Name of Business/Applicant:

Mailing Address:
(if different from above)

Location of subject property:
Tax map number:

3 Kossuth St
12-212-5470-2-10

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

owner occupied

Is your proposed use of the property compliant with applicable zoning regulations?
If unknown, contact City of Rome Zoning Officer for determination.

Yes No

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: None
- (2) Legal fees and disbursements: None
- (3) Cost of insurance, including 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.
- (4) Abstract searches and/or title insurance: 1000
- (5) Rehabilitation expenses: 28050.00

Total Estimate of Investment: \$ 33000.00

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.

LOAN from Bank Plus Personal

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

Rehabilitation Estimate & Schedule

	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation			
Roof			
Basement / Crawl Space			
Exterior Finish		Porch,	30 / DAY
Landscaping			
Driveway / Parking Area	500.00	REPAIR - CRACKS	30 / DAY
Sidewalk			
Structural Repairs	750.00	Floor Joists - Seams	30 / DAY
Insulation	0		
Furnace	500.00	REPLACE FURNACE	6 MO
Electrical Service	0		
Electrical Branch Circuits	0		
Electrical Devices	300	Lights Fixtures	12 MO
Plumbing and Sewer Laterals	0		
Plumbing Lines / Fixtures	700	Fix Drainage	12 MO
Demolition / Rubbish Removal	1000	EXTERIOR WALLS	12 MO
Kitchen Cabinets	1000	REPAIR	12 MO
Flooring	5000	FINISH + REPAIR	12 MO
Wallboard	4000	REPAIR ALL WALLS	12 MO
Windows			
Doors	2500	REPLACE SEVERAL DOORS	12 MO
Permit Fees			
TOTAL		TOTAL LENGTH OF REHABILITATION	

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 school.

CA 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).

CA 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.

CA 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.

CA 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.

CA 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.

CA 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.

CA Initial

Signature of Applicant CA Date 1-30-26

**REAL PROPERTY REHAB AGREEMENT PERMIT
UNDERSTANDING**

I understand that after the Rehab Agreement is executed, the Real Property Chair will change the locks allowing me access to the property for clearing and cleaning purposes ONLY.

I am then required to schedule a Pre-Permit Walkthrough with a Building Inspector to revise my Scope of Work as needed for Code Compliance Prior to any other work being done. Any work that has been started (other than cleanup and flooring removal) will be subject to removal and a double permit fee.

Once the Building Permit is in place I may start work. Any plumbing work (other than simple fixture replacement) is required to be done by a City of Rome Licensed Plumber under a separate Plumbing Permit: Any plumbing work done prior to a Plumbing Permit is subject to removal and a double permit fee.

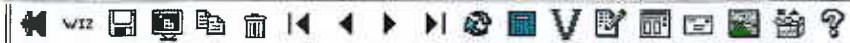
Any electrical work (other than simple fixture replacement) is required to remain exposed for inspection by a Code Official and for Third Party Electrical Inspections prior to covering. Any electrical work that is covered prior to inspections is subject to covering material removal and re-inspection.



Signature

1-30-26

Date



242.040-2-10
City Of Rome
3 Kossuth St

301301 Rome NY
Roll Year: 2026 Curr Yr
Land Size: 0.05 acres

Active R/S:1
1 Family Res

School: Rome School D
Land AV: 5,000
Total AV: 10,000

- Parcel 242.040-2-10
 - Notes
 - History
 - Assessment
 - Exempt(s)
 - Spec Dist(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale06/12/25
 - Notes
 - Sale07/13/04
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale05/14/01
 - Sale08/07/00
 - Sale09/24/99

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: City Hall St Suffix: Post Dir: UnitName: Unit No:

Po Box No: City/Town: Rome State: NY Zip Code: 13440-

Country: enter if not "USA" Bar Cdt: Ownership: e.g. Life Use Owner Type: P = Primary

Owner's Primary Residence